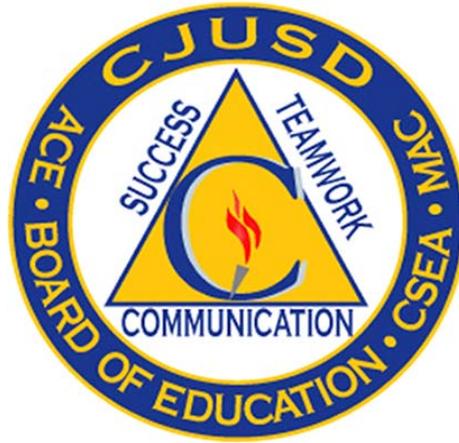


Colton Joint Unified School District

Student Services Center, Board Room, 851 South Mt. Vernon Ave., Colton, CA 92324



Board of Education Regular Meeting and Public Hearing Agenda

Thursday, March 1, 2012
at 6:00 p.m.

Strategic Plan – Mission Statement

The Mission of the Colton Joint Unified School District, a team of caring employees dedicated to the education of children, is to ensure each student learns the academic knowledge and skills necessary to thrive in college or in the workforce and be responsible, productive citizens by providing engaging, challenging, and enriching opportunities and specialized programs in a safe environment in partnership with students, families and our diverse communities.

1.0 OPENING

1.1 Call to Order

- Mr. Robert D. Armenta Jr., *President*
- Mr. Roger Kowalski, *Vice President*
- Mrs. Patt Haro, *Clerk*
- Mr. Randall Cenicerros
- Mr. Frank Ibarra
- Mrs. Laura Morales
- Mr. Pilar Tabera
- Mr. Jerry Almendarez
- Mr. Jaime R. Ayala
- Mrs. Ingrid Munsterman
- Mr. Mike Snellings
- Mrs. Bertha Arreguín
- Mr. Todd Beal
- Mr. Brian Butler
- Mrs. Jennifer Jaime
- Mrs. Janet Nickell
- Ms. Katie Orloff
- Ms. Jennifer Rodriguez
- Ms. Sosan Schaller
- Mr. Darryl Taylor
- Mr. Robert Verdi

1.2 Renewal of the Pledge of Allegiance.

An interpreter is available for Spanish-speaking persons wanting assistance.

2.0 SPECIAL PRESENTATIONS

2.1 Employment Recognition

3.0 SCHOOL SHOWCASE

3.1 Bloomington High School

4.0 PUBLIC HEARING

4.1 California School Employee Association (CSEA) Sunshine Proposal for Colton JUSD

5.0 ADMINISTRATIVE PRESENTATIONS

- 5.1 Grant Writing Update –*Superintendent Almendarez*
- 5.2 Corporate Advertising Update –*Assistant Superintendent Ayala*
- 5.3 Budget Update –*Assistant Superintendent Ayala*

6.0 PUBLIC COMMENT

6.1 Announcement Regarding Public Comment for Items on the Agenda and Items Not on the Agenda (Gov. Code 54954.3[a])

The Board President clarifies the process regarding public comment and requests that the appropriate “Public Comment Card” be filled out. At the appropriate time during the Hearing Session, each speaker will be invited to the podium and should begin by stating his or her name and residing city. Board Bylaw 9323 states that “*Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 15 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.*”

Blue card—Specific Consent, Action, Study & Information or Closed Session Item: Please list the specific agenda item number and subject

White card—Items/Topics Not on the Agenda: Please list topic / subject

7.0 ACTION SESSION

A. Consent Items

The following Consent Items are expected to be routine and non-controversial. They will be acted upon by the Board of Education at one time unless a Board Member, a staff member, or a member of the public requests that an item be held for discussion or deferred for separate action.

- Page 5 A-1 Approval of Minutes for the February 16, 2012 Board Meeting
- Page 19 A-2 Approval of Student Field Trips
- Page 21 A-3 Approval of Consultants for Assembly Presentations
- Page 25 A-4 Approval of Agreement with Inland Valley Recovery Services to provide Classroom Based Enrichment Services (Effective March 1, 2012)
- Page 31 A-5 Acceptance of Gifts

B. Action Items

- Page 33 B-1 Approval of Personnel Employment
- Page 35 B-2 Approval of Conference Attendance
- Page 37 B-3 Approval of One month Contract Extension for Sunesys to Provide High Speed Fiber Optic Wide Area Network for All School and Support Sites During June 2013
- Page 39 B-4 Approval of Stipend for the Assistant Principal of Terrace Hills Middle School for Taking on the Additional Role of Principal
- Page 41 B-5 Approval of Purchase Orders
- Page 43 B-6 Award of Bid #12-06 to Ken’s Sporting Goods for Grand Terrace High School Athletic Uniforms
- Page 45 B-7 Award of Bid #12-04 to Spectrum Communications Cabling Services, Inc. for Wireless Network Equipment at Grand Terrace High School
- Page 47 B-8 Approval of Three Year Lease Agreement with MailFinance, Inc./Priority Mailing Systems for a US Mail Postage System
- Page 49 B-9 Adoption of Resolution No. 12-37 of the Colton Joint Unified School District Governing Board Authorizing the Borrowing of Funds for Fiscal Year 2012-13 and the Issuance and Sale of One or More Series of 2012-13 Tax and Revenue Anticipation Notes Thereafter 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
- Page 95 B-10 Approval of Change Order No. 123-09-11 Nevell Group, Inc. (Category 9 - Walls and Ceiling Systems) for the Grand Terrace High School Project, Bid #08-14
- Page 99 B-11 Approval of Agreement with Vista Environmental Consulting for Hazardous Materials Testing and Abatement for Modernization Projects at Crestmore, Grant, Lewis and Lincoln Elementary Schools
- Page 117 B-12 Approval of Correction to Agreement with School Services of California, Inc. for Special Services (2011-12)

C. Action Item – Board Policy ~ None

D. Action Items – Resolution

8.0 ADMINISTRATIVE REPORTS

- Page 119 AR-8.1 Approved Disbursements
- AR-8.2 Facilities Update
- AR-8.3 ACE Representative
- AR-8.4 CSEA Representative
- AR-8.5 MAC Representative
- AR-8.6 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

Following action items: Board Room, Student Services Center, 851 So. Mt. Vernon Ave., Colton, California (Government Code 54950 et seq.)

11.1 Student Discipline, Revocation, and Re-entry

11.2 **Personnel**

Page 127 ♦ Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)

11.3 **Conference with Legal Counsel—Anticipated Litigation**

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)

Potential Case: ~None~

11.4 **Conference with Legal Counsel—Existing Litigation**

Pursuant to Government Code Section 54956.9(a)

Case Number: *None*

11.5 **Conference with Labor Negotiator**

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees' Assoc. (CSEA)

Management Association of Colton (MAC)

11.6 **Conference with Real Property Negotiator (Gov. Code 54956.8)**

Property: *None*

District Negotiators: Jerry Almendarez, Jaime R. Ayala, Darryl Taylor

Counsel: Fagen Friedman & Fulfroost

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**SPECIAL MEETING
March 1, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the February 16th Regular Board Meeting

GOAL: Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College Career
Strategy #3 – Decision Making Strategy #6 – Character

RECOMMENDATION: That the Board approve the minutes for the February 16th Regular Board Meeting.

Colton Joint Unified School District

Student Services Center, Board Room, 851 South Mt. Vernon Ave., Colton, CA 92324



Minutes February 16, 2012

The Board of Education of the Colton Joint Unified School District met for a Regular Board Meeting on Thursday, February 16, 2012 at 6:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mr. Robert D. Armenta Jr., *President*
Mr. Roger Kowalski, *Vice President*
Mrs. Patt Haro, *Clerk*
Mr. Randall Cenicerros
Mr. Frank Ibarra
Mrs. Laura Morales
Mr. Pilar Tabera

Staff Members Present (*excused)

Mr. Jerry Almendarez	Mrs. Jennifer Jaime
Mr. Jaime R. Ayala	Mrs. Janet Nickell
Mrs. Ingrid Munsterman	Ms. Katie Orloff
Mr. Mike Snellings	Ms. Jennifer Rodriguez
Mrs. Bertha Arreguín	Ms. Sosan Schaller
Mr. Todd Beal	Mr. Darryl Taylor
Mr. Brian Butler	Mr. Robert Verdi

Strategic Plan -- Mission Statement

The Mission of the Colton Joint Unified School District, a team of caring employees dedicated to the education of children, is to ensure each student learns the academic knowledge and skills necessary to thrive in college or in the workforce and be responsible, productive citizens by providing engaging, challenging, and enriching opportunities and specialized programs in a safe environment in partnership with students, families and our diverse communities

1.0 OPENING Call to Order/Renewal of the Pledge of Allegiance

Board President Armenta called the meeting to order at 6:00 p.m. Dr. Ernie Garcia led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS

2.1 The Excellence Campaign –

Dr. Louis Rodriguez, California State University San Bernardino (CSUSB), introduced the Participatory Research Advocating for Excellence in Schools (PRAXIS) Project which is a school based, CSUSB affiliated, research collaborative aimed at recognizing and responding to the education crisis facing the Inland Empire.

PRAXIS, also known as the “Excellence Campaign” was kicked off at Colton High School and involves community members, students and staff working together in an effort to boost graduation rates, inspire students to go to college, and excite them about serving their communities as professionals.

3.0 SCHOOL SHOWCASE

3.1 Washington High School

Washington High School students introduced a new club, Success by Choice, which focuses on mentoring students in the areas of career, community service and transitional needs. They also provided an update on the Saturday School and Credit Recovery opportunities available to students. Lastly, they announced upcoming activities including the 10 Boys hiking trip, a field trip to CRY ROP’s Career Day, CAHSEE census administration for 10th graders and the annual student celebration in May.

Board President Armenta opened the Public Hearing at 6:33 p.m.

4.0 PUBLIC HEARING

4.1 California School Employee Association (CSEA) Sunshine Proposal for Colton JUSD

CSEA President Rasso presented CSEA's initial Sunshine proposal which includes:

- **Article 7 and related Appendix 1 – Salary**
 - 0% Cola for unit members during the 12-13 school year
 - Maintain current contractual language
- **Article 8 – Health and Welfare**
 - Maintain current health and welfare benefit programs
 - Revise language for paid hospitalization/medical retirement incentive Program. In order to allow retired members to use at their discretion.
- **Article 10 – Assignments**
 - Define and revise the meaning of qualified unit member
 - Revise language to allow permanent unit members to fill vacant positions first through the transfer/reassignment request process
 - Revise Language to allow permanent unit members (doing the same work) with less than 8 hours to fill position where another permanent unit member is on long term leave
 - Add Language to allow CSEA to participate in classified interviews, as per current MOU
- **Article 13 – Vacations**
 - Revise language to allow permanent unit members the use of earned vacation at the discretion of the unit member

4.2 Colton JUSD Sunshine Proposal for California School Employee Association (CSEA)

4.3 B-7 Adoption of Resolution No. 12-25 Approving an Addendum to the Grand Terrace Educational Facility Final EIR and Approving Substitute Mitigation for Mitigation Measure 5.7-8

The Public Hearing was closed at 6:36 p.m.

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Think Together

Lisa Sommerville, THINK Together, presented information on the extended learning programs they offer at eight elementary school sites within the Colton Joint Unified School District. THINK Together after-school programs focus on academics, enrichment, health and recreation and youth development.

5.2 Energy Education Program Update

Energy Education Manager Ernest Guillen provided an overview of the District's Energy Education Program. The main goals of the program are to reduce the carbon footprint and environmental impact and modify the District's behavior when it comes to using electricity, natural gas and water. With strong compliance from all staff and students, the District has the potential to avoid nearly \$1,000,000 in energy cost during the first year of implementation and more than \$16,000,000 over the next ten years.

5.3 Budget Update (EXHIBIT A)

Assistant Superintendent Ayala informed the Board that Executive Cabinet met with both ACE and CSEA leadership earlier in the week. At each meeting they reviewed budget information at the state and District levels and explained the resources used by the District to calculate and prepare the budget. This also provided an opportunity for members of the leadership teams to ask questions and gain clarification on budget related issues.

The purpose for these meetings, as it relates to the budget, is to communicate the District's financial plans from the beginning and eliminate any confusion as we move forward.

Mr. Ayala also reviewed the best and worst case scenarios if the governor's tax initiative is approved by voters. He also announced the next steps for the District as they begin preparing for additional budget cuts.

6.0 PUBLIC COMMENT

6.1 Blue card—Specific Consent, Action, Study & Information or Closed Session Item

- *Pamela Lemos*, CJUSD parent, praised the staff at Colton High School who have supported her daughter's academic success. She also questioned the hiring of Grand Terrace High School's varsity volleyball coach.

White card—Items/Topics Not on the Agenda

- *Manuela Sosa*, community member, commented on the Valenzuela Project and invited the Board to support the 2012 Inland Empire Scholarship Fund.

7.0 ACTION SESSION

A. #481 Consent Items

On motion of Board Member Ibarra and Board Member Cenicerros, and carried on a 7-0 vote, the Board approved Consent Items A-1 and A-3 through A-9, as presented.

- #481.1 A-1 Approved Minutes for the February 2, 2012 Regular Board Meeting
- #481.2 A-3 Approved Student Field Trips (**EXHIBIT B**)
- #481.3 A-4 Approved Consultants for Assembly Presentations (**EXHIBIT C**)
- #481.4 A-5 Approved for Slover, Bloomington and Colton High School Graduates to Attend "Grad Nite" at Disneyland (2012)
- #481.5 A-6 Approved the Memorandum of Understanding and Agreement (C-1003281) with Riverside County Superintendent of Schools for Participation in the RIMS-BTSA Professional Teacher Induction Program (2011-12)

- #481.6 A-7 Accepted Gifts (**EXHIBIT D**)
- #481.7 A-8 Authorized Piggyback the Redlands Unified School District Bid 10-11 for Audio Visual Equipment
- #481.9 A-9 Authorized Piggyback the Val Verde Unified School District Bid 09/10-001 for Just-In-Time Classroom and Office Supply System
- #482** On motion of Board Member Ibarra and Board Member Haro, and carried on a 6-0-1 (Board Member Morales abstained due to a conflict of interest) vote, the Board approved Consent Item A-2, as presented.
- #482.1 A-2 Approved Renew Membership in the Colton Chamber of Commerce (2012)

B. #483 On motion of Board Member Kowalski and Board Member Cenicerros, and carried on a 7-0 vote, the Board approved Action Items B-1 through B-10, as presented. Action Item B-11 was withdrawn and Action Item B-12 was considered separately.

- #483.1 B-1 Approved Personnel Employment (**EXHIBIT E**)
- #483.2 B-2 Approved Conference Attendance (**EXHIBIT F**)
- #483.3 B-3 Approved Resolution No. 12-30 to Non-Reelect Temporary Certificated Employees
- #483.4 B-4 Approved Declaration and Employment of Day-to-Day Substitutes Utilizing the Basic Skills Requirement (BSR) Variable Term Waiver Option for the 2011-12 School Year
- #483.5 B-5 Approved Purchase Orders
- #483.6 B-6 Adopted Resolution No. 12-36 to Authorize Temporary Borrowing Between Funds of the District (2012-13)
- #483.7 B-7 Adopted Resolution No. 12-25 Approving an Addendum to the Grand Terrace Educational Facility Final EIR and Approving Substitute Mitigation for Mitigation Measure 5.7-8
- #483.8 B-8 Approved a Subcontractor Substitution for Jaynes Corporation (Category 10) for the Grand Terrace High School Project, Bid #08-14
- #483.9 B-9 Approved Resolution No. 12-29 to Determine and Find the Crestmore, Grant, Lewis and Lincoln Modernization Projects to be Substantially Complex and to Increase the Statutory Minimum Retention Amounts
- #483.10 B-10 Approved to File a Notice of Completion for Econo Fence, Inc., Bid #12-02CA for Lincoln Elementary School and McKinley Elementary School Fencing Projects
- ~~B-11 Accepted the 2009-2010 Measure G Independent Financial and Performance Audit~~

Withdrawn
#484 On motion of Board Member Haro and Board Member Ibarra, and carried on a 7-0 vote, the Board approved Action Item B-12, as listed.

- #484.1 B-12 Accepted the Following Nominations for CSBA's Delegate Assembly (March 2012 Election)
 - *Duneen De Bruhl*, Victor Valley Union High School District
 - *Barbara Dew*, Victor Valley Union High School District
 - *Cathline Fort*, Etiwanda Elementary School District
 - *Jane D. Smith*, Yucaipa Calimesa Jr. Unified School District
 - *Donna West*, Redlands Unified School District

C. Action Item – Board Policy ~ None

D. Action Items – Resolution

#485 On motion of Board Member Haro and Board Member Morales, and carried on a 7-0 vote, the Board approved Action Items D-1 through D-5 as presented.

- #485.1 D-1 Adopted Resolution No. 12-31, *National African American History Month*, February 2012
- #485.2 D-2 Adopted Resolution No. 12-32, *Career and Technical Education Month*, February 2012
- #485.3 D-3 Adopted Resolution No. 12-33, *Women's History Month*, March 2012
- #485.4 D-4 Adopted Resolution No. 12-34, *Read Across America Day*, March 2, 2012
- #485.4 D-5 Adopted Resolution No. 12-35, *Week of the School Administrator*, March 4 – 10, 2012

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Approved Disbursements

AR-8.2 Facilities Update (EXHIBIT G)

Director Taylor provided a brief update on the construction status of Joe Baca Middle School. He also announced that the Citizen's Oversight Committee will meet in March to review the annual independent financial and performance audit. Following the meeting the audit will be presented for board approval.

Mike De Vries, Vanir Construction Management, provided a detailed report on the construction status of Grand Terrace High School.

AR-8.3 ACE Representative

ACE President Karen Houck presented Read Across America stickers to the Board and Executive Cabinet and invited them to participate in Read Across America events throughout the District. Mrs. Houck announced that ACE will participate in the 2012 Relay for Life to be held at Colton High School.

AR-8.4 CSEA Representative

Susan Lake, CSEA Chief Job Steward, thanked the superintendent for inviting the CSEA E Board to their budget meeting. She also extended an invitation to participate in CSEA's bowling tournament on March 8th.

AR-8.5 MAC Representative

MAC President Mike Williford announced that MAC, CSEA and ACE are planning a bowling tournament in April.

AR-8.6 ROP Update

Board Member Ibarra provided an update from the February 15th ROP board meeting which included information on their new Art of Animation Program.

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez announced the District's upcoming safety committee meeting on February 21, 2012/ He informed the Board that the Joe Baca Middle School and Grand Terrace High School staffs were given a tour of their new facilities. Mr. Almendarez recognized CJUSD students for their participation in the 2012 Academic Decathlon. Lastly, he asked for Board consensus to schedule a Fair Political Practices Commission filers' workshop.

To view the Communiqué please visit the CJUSD website at www.colton.k12.ca.us

10.0 BOARD MEMBER COMMENTS

Board Member Tabera requested information on hiring procedures for high school coaching staff.

Board Member Cenicerros apologized for missing the District's API celebration. He also requested an update on the District's credit recovery and corporate advertising programs.

Board Member Morales commented on the Head Start and Terrace View Elementary School program she attended. Mrs. Morales also congratulated Bloomington High School's wrestling team.

Board Member Kowalski congratulated Bloomington High School's wrestling and soccer teams on their successful seasons. Mr. Kowalski also thanked Mr. Morse, Mr. and Mrs. Haro, and all who participated with the organization of this year's science fair.

Board Member Haro acknowledged the students who participated in this year's science fair and thanked teachers and administration for their support. She congratulated Bloomington High School wrestlers, as well as, the boys and girls soccer teams. In closing, Mrs. Haro expressed her concern for facility equality at all three comprehensive high schools.

Board Member Ibarra congratulated all school sites on their API success. Mr. Ibarra also commented on hiring practices, as well as, the Bloomington and Colton High School facilities.

Board Member Armenta inquired about the District's facility plans for Bloomington and Colton High Schools once Grand Terrace High School opens for the 2012-13 school year.

11.0 CLOSED SESSION Following action items: Board Room, Student Services Center, 851 So. Mt. Vernon Ave., Colton, CA (Government Code 54950 et seq.)

At 8:15 p.m., Board President Armenta announced that the board would recess to closed session.

- 11.1 • Student Discipline, Revocation and Re-entry
- 11.2 • Personnel
- 11.3 • Conference with Legal Counsel—Anticipated Litigation
- 11.4 • Conference with Legal Counsel—Existing Litigation
- 11.5 • Conference with Labor Negotiator
- 11.6 • Conference with Real Property Negotiator

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 8:32 p.m.

12.1 Student Discipline, Revocation, and Re-entry

#486 On motion of Board Member Cenicerros and Board Member Kowalski, and carried on a 7-0 vote, the Board found the following four students in violation of the California Education Codes as charged and agreed with the hearing panel's recommendation for expulsion based on the following.

- Due to the nature and severity of the students' actions, other means of correction are not feasible.
- The students' presence at the school would endanger person or property and/or the students' presence at the school would threaten to obstruct the educational environment.
 1. 129705
 2. 1045716
 3. 1044703
 4. 142567

#487 The District recommended the readmission of five (5) students to the Colton Joint Unified School District, confirming they have met their plan of rehabilitation in accordance with California Education Code 48916.

On motion of Board Member Cenicerros and Board Member Tabera, and carried on a 7-0 vote, the Board approved the readmission of the students as recommended.

- | | |
|-----------|------------|
| 1. 113635 | 4. 90742 |
| 2. 87978 | 5. 1032451 |
| 3. 121048 | |

14.2 Personnel

♦ Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)

#489 In closed session, the Board, on a unanimous vote, took action to issue notices to all certificated administrative employees that they may be released from their administrative positions and reassigned, and/or have their work year and/or salary reduced, effective at the end of the 2011-2012 school year. The Board directed the Superintendent or his designee to serve notice on affected employees.

14.3 Conference with Legal Counsel—Anticipated Litigation ~ No Report

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)

14.4 Conference with Legal Counsel—Existing Litigation

#490 On a motion of Board Member Tabera and Board Member Morales, and carried on a 7-0 vote, the Board approved the settlement agreement for case CIVDS 901623 as recommended by the District’s insurance carrier.

14.5 Conference with Labor Negotiator ~ No Report

15.0 ADJOURNMENT

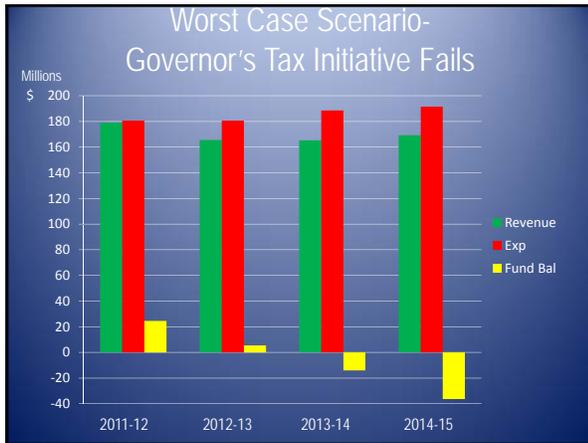
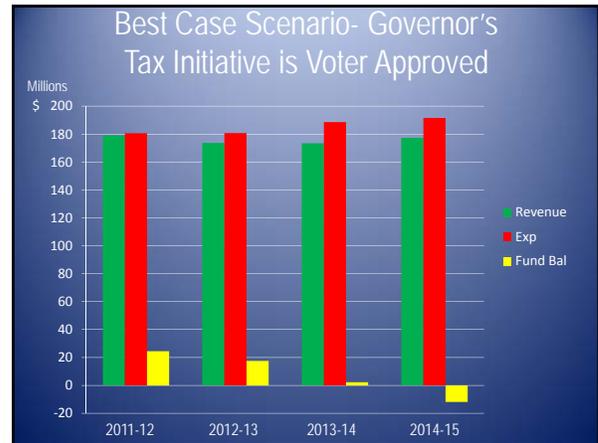
At 8:34 p.m. the meeting was adjourned. The next Board of Education meeting is scheduled for Thursday, March 1, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.



EXHIBIT A: Budget Update

CJUSD Budget Update

Presented by:
Jaime R. Ayala
Assistant Superintendent
Business Services Division
February 16, 2012



- ### Next Steps- Start Preparing For Budget Cuts
- Build 2012-13 budget using best case scenario-Flat Funding
 - Must be adopted by July 1, 2012.
 - Will call for concessions from CSEA and Management for 2012-13.
 - Will require new round of on-going concessions from all groups for 2013-14.
 - Develop Contingency Plan for possible worst case scenario- \$370 per ADA revenue loss
 - Must be in place by November election.
 - Plan will call for concessions from Management, ACE, and CSEA.

- ### How Large Will the Concessions Be?
- The best case scenario will call for on-going concessions of approximately \$8 million beginning July 1, 2013.
 - Negotiations should begin now.
 - The worst case scenario will call for on-going cuts ranging from \$20 million to \$25 million beginning January 2013.
 - MOU will be needed with both ACE and CSEA calling for specific concessions that will be implemented January 2013.

EXHIBIT B, Field Trips

Site	Date	Depart Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan
BHS	3/2/12 to 3/4/12 (F/S/S)	1:30 am 2:30 pm	Presbyterian Conference Center Big Bear, CA (Charter provided by the Foreign Language Association-Orange County)	<i>German Foreign Language Camp</i> Students will participate in a total immersion German camp and use the language while engaging in a variety of activities with other German speaking students.	11-12	Patricia Pahner (9)	\$1,500	ASB \$1,400 Lottery \$100 (sub cost)	Strategy #1
BMS	3/16/12 (Fri.) (no school teacher furlough day)	8 am 9 pm	Disneyland Anaheim, CA (District transportation)	<i>Academic Incentive AVID/ASB leadership</i> students will participate in an academic incentive trip.	7-8	Ginger Witt Marissa Lopez- Sevilla (120) + 10	\$9,430	ASB	Strategy #1
BHS	4/15/12 to 4/16/12 (S/M)	8 am 7 pm	Market Creek Events and Venues/The Joe and Vi Jacobs Center San Diego, CA (District transportation)	<i>11th Annual Virtual Enterprise Trade Fair</i> Students will compete in marketing, salesmanship and creative booth design.	9-12	Elena Hernandez (40) + 2	\$4,323.02	Perkins \$2,583.72 ROP \$1,239.30 ASB \$500	Strategy #1
Grimes	5/17/12 (Thurs.)	8 am 8 pm	San Diego Zoo San Diego, CA (District transportation)	<i>San Diego Zoo</i> Students will observe animals in their habitat to enhance the academic science program.	6	Ilene Mino Denise Ramirez John Duran (77) + 12	\$2,472	ASB \$1,472 PTA \$1000	Strategy #1
Lewis	5/18/12 (Fri.)	7:30 am 7:00 pm	Sea World San Diego, CA (District transportation)	<i>6th Grade End-of-the- Year Activity</i> Students will participate in a marine environment life science field trip based on academic achievement and excellent behavior and attendance.	6	Mary Tornberg Bridget MacQueen Linda Fosberg Sandra Picazo Amanda Ramirez (115) + 10 chaperones	\$6,860	Tier III \$4,940 Discretionar y \$1,920	Strategy #1

EXHIBIT C, Assemblies

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grant	3/9/12	8:00 am 9:00 am 1:00 pm	<i>Hispanic Heritage Month</i> To provide K-6 students and parents with a visual and performing arts experience.	Rogers	Mariachi Zapata Rafael Ciberian San Bernardino, CA	\$1,000	PTA	Strategy #1
Smith	3/9/12	8:45 am 9:30 am	<i>AquaSMART Live</i> K-6 students will learn imperative water safety when they are in or around California's waterways (oceans, lakes, rivers, streams, canals, etc.). AquaSMART curriculum meets California Curriculum Standards.	Smith	California Department of Boating and Waterways Sacramento, CA	No cost	No cost	Strategy #1
Jurupa Vista	3/13/1 2	1:15 pm 2:10 pm	<i>Charles Dickens' classic tale "Oliver Twist"</i> Students in grades 1-6 will learn the tale of "Oliver Twist" through a live performance.	Jurupa Vista	The Grail Theatre of Britain Monrovia, CA	\$650	Donations	Strategy #1
Smith	4/9/12	8:45 am 9:30 am	<i>State Testing Pep Rally</i> Students in grades 2-6 will learn test-taking strategies.	Smith	Between Your Ears Entertainment West Hollywood, CA	\$765	Saturday School Funds	Strategy #1

EXHIBIT C, Assemblies

<u>Site</u>	<u>Date</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
Grand Terrace	4/16/12	9:30 am	<i>The Mobile Dairy Classroom</i> K-2 students will learn about the anatomy of a cow, what a dairy cow eats & drinks and how milk gets from the cow to the milk containers in their homes. The activity will reinforce the California Science Standards.	Grand Terrace	Dairy Council of California Irvine, CA	No cost	No cost	Strategy #1
CMS	5/4/12	8:30 am 9:35 am	<i>Universal Truths</i> A presentation of characters and scenes designed to illustrate the universal truths that are captured in Shakespearean works.	CMS	Redlands Shakespeare Festival Redlands, CA	\$450	QEIA	Strategy #1

EXHIBIT D, GIFTS

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Bloomington MS	Dr. Daisy B. Coyoca, D.D.S./Sycamore Dental Practice	Check #3585 for GATE Club program	\$100.00
Colton High	Cathedral of Praise Int'L Ministry Corp.	Check #11324 for Boys Athletic Association Basketball	\$100.00
Colton High	Rohr Will Share Charity Fund	Check #5169 for Boys Athletic Association Basketball	\$150.00
Colton High	Sandra M. Medina	Check #1171 for Boys Athletic Association Basketball	\$100.00
Colton High	Lefty's Sports Outfitters, Inc.	Check #18526 for Girls Athletic Association Softball	\$150.00
Colton High	Steven D. & Lindy L. Ward	Check #3294 for Girls Athletic Association Softball	\$150.00
Colton High	Roaring 20's Family Pizza Parlors, Inc.	Check #36108 for Girls Athletic Association Softball	\$150.00
Colton High	Ecology Auto Parts	Check #137258 for Girls Athletic Association Softball	\$500.00
Colton High	Colton Advanced Silkscreen	Check #5499 for Girls Athletic Association Softball	\$150.00
Colton High	Tony's Mexican Food	Check #3642 for Girls Athletic Association Softball	\$150.00
Colton High	Leno's Rico Taco	Check #8999 for Girls Athletic Association Softball	\$150.00
Cooley Ranch	Cooley Ranch P.T.A.	Check #2246 for field trips	\$2,022.00
Grant	Coca-Cola Refreshments	Check #05933823	\$20.00
Jurupa Vista	Jurupa Vista Elementary P.T.A.	Check #1302	\$1,000.00
Lewis	Target	Check # 2317798	\$62.01
Lewis	Lifetouch	Check #2279100	\$138.13
Sycamore Hills	Daniel Juarez & Chrystal Applegate/John Christner Trucking	Two laptop computers w/case, software, & warranty	\$1,104.72
Sycamore Hills	Box Tops for Education	Check #00189352	\$475.40
Terrace View	Parents of 6 th Grade Students -Mrs. Hastings Class	Cash for Medieval Times Field Trip-Admission & Transportation	\$30.00
Terrace View	Target Field Trip Grants Program-Scholarship America	Check #576733 for 3 rd grade field trips & instructional materials	\$700.00
Terrace View	Parents	Cash for science boards	\$54.00
Wilson	Martinez and Medina Family-Emily Martinez	Jackets for Wilson Homeless Closet	\$250.00

EXHIBIT E, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Blackard, Lindsey	Resource Specialist Special Education	(Roving)
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
	<i>None</i>		
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	<i>None</i>		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
1.	Garcia, Michael		
2.	Slonim, Fatima		
<u>I-E</u>	<u>Certificated Management</u>	<u>Position</u>	<u>Site</u>
	<i>None</i>		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Ramirez, Cory	Health Assistant	Jurupa Vista
2.	Soberanis, Maria M.	Special Ed Inst. Asst.	Reche Canyon

<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Hamilton, Anthony V.	Head JV Soccer (<i>walk-on</i>)	CHS

<u>II-C</u>	<u>Classified – Hourly</u>		
1.	De Los Santos, Ana L.	Sub Special Ed. Inst. Asst.	PPS (<i>on call</i>)
2.	Lopez, Vera M.	Sub Child Dev. Inst. Asst.	San Sal (<i>on call</i>)
3.	Macias II, Michael A.	AVID Tutor	CHS
4.	Perez-Luis, Yvette	Sub Special Ed. Inst. Asst.	PPS (<i>on call</i>)
5.	Ramirez, Yesenia A.	Sub Child Dev. Teacher	San Sal (<i>on call</i>)
6.	Salazar, Melissa M.	Sub Child Dev. Inst. Asst.	San Sal (<i>on call</i>)
7.	Salazar, Melissa M.	Sub Special Ed. Inst. Asst.	PPS (<i>on call</i>)
8.	Tillen, Mary H.	Sub Child Dev. Teacher	San Sal (<i>on call</i>)
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	
1.	Garcia, Emily	Special Ed. Inst. Asst.	Zimmerman
2.	Leon, Maria	Sub Noon Aide	Grant
3.	Villanueva, Sherri	Noon Aide	
<u>II-E</u>	<u>Classified – Short-Term –</u>	<u>Position</u>	<u>Site</u>
	<i>None</i>		

RESIGNATIONS:

	<u>Certificated Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>	
	<u>Classified Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>	
1.	Saldana, Antonio	Special Ed. Inst. Asst.	Terrace View	09/28/2011	01/21/2012	

EXHIBIT F, CONFERENCES:

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Jennifer Jaime Brian Butler Celia Gonzales Priya Morlock MaryBeth Richardson	Director, K-8 Director, 9-12 Coordinator Curriculum Program Specialist	Ed. Services Ed. Services Staff Dev.	<i>Digging Deeper Into the Common Core State Standards</i>	February 7-8, 2012 Las Vegas, NV	Title 1 funds: \$7,627.75
Jerry Almendarez	Superintendent	Superintendent	<i>Masters in Governance</i>	February 10-11, 2012 Millbrae, CA	Supt's Office funds: \$1,420.84
Jaime R. Ayala Ernie Guillen	Asst. Supt Energy Ed. Manager	Business Office	<i>2012 Winter Energy Education National Training Conference</i>	February 27-28, 2012 San Antonio, TX	Energy funds: \$2,582.58
Raquel Posadas- Gonzalez	Principal	Zimmerman	The 90/90/90 Schools Summit	March 7-8, 2012 Universal City, CA	EIA/SCE funds: \$700.00 EIA/LEP funds: \$463.00
Patricia Frost Sheila Brower	Principal Asst. Principal	Crestmore	<i>The 90/90/90 Schools Summit</i>	March 7-8, 2012 Universal City, CA	Title I funds: \$1,928.15

Date Approved: February 16, 2012

Patricia Haro, Clerk_____
Jerry Almendarez, Superintendent

DRAFT

EXHIBIT G: Facilities Update

Grand Terrace High School at the Ray Abril Jr. Education Complex Progress Update as of 02-16-12





Grand Terrace High School: Progress Update (02-16-12)

PROGRESS PERCENT COMPLETE (%)		
INCREMENT 1 (Bid Packages 1-17)		
BUILDING / AREA	01/19/12	02/16/12
Overall Project (Based on 01/2012 Schedule Update)	90	92
Building "A"	85	91
Building "B"	84	89
Building "D"	93	94
Building "E"	92	95
Building "F"	89	90
Building "G"	86	91
Buildings "M"&"N"	89	91
Site Work	80	85



- Bldg. A: Cafeteria / Performing Arts Theater / Library
- Bldg. B: Gymnasium
- Bldg. C: Student Services
- Bldgs. D, E, F: Classrooms
- Bldg. G: Administration Center / Classrooms
- Bldg. H: Pool Facility
- Bldgs. J & K: Football Concessions / Restrooms
- Bldg. L: Grandstand / Locker Rooms / Team Rooms
- Bldg. M: Satellite Kitchen / Concession
- Bldg. N: Ball Field Restrooms

Grand Terrace High School: Progress Update (02-16-12)

Building "A" (Cafeteria/Performing Arts-Theater/Library) 91% complete:

- Section 1 (Cafeteria/Kitchen): Electrical finishes are in progress in the Kitchen; Installing wood doors & hardware; HVAC start-up is in progress.
- Section 2 (Performing Arts-Theater): Electrical finish is in progress; Installation of ceiling and wall diffusers is complete; Marlite wall paneling system is in progress;
- Section 3 (Library): Marlite wall paneling system is complete; Installing wood doors & hardware; Casework in progress; HVAC start-up is complete.





Grand Terrace High School: Progress Update (02-16-12)

Building "B" (Gymnasium) 89% complete:

- HVAC finishes are in progress;
- Gymnasium basketball court maple flooring installation is installed, sanded and ready for sealing and striping;
- Installation of the benches in the locker rooms is in progress;
- Installation of acoustical ceiling tiles in Section 2 (corridor and classrooms) is complete;
- Weight Room flooring mats is substantially complete. Installing Dance Room maple flooring.





Grand Terrace High School: Progress Update (02-16-12)

Building "D" (Classroom Building) 94% complete:

- Painting of stair tower window frames on exterior is complete; Membrane installation over the plywood sheathing and lath for exterior plaster is in progress;
- Interior corridors' ceiling crack repair pending;
- Incomplete work list has been generated for completion of remaining minor work, and is now in progress;
- Final cleaning and generation of architect's punchlist is pending.





Grand Terrace High School: Progress Update (02-16-12)

Building "E" (Classroom Building) 95% complete:

- Installation of membrane over plywood sheathing and lath for exterior plaster at the stair towers is complete;
- Interior corridors' ceiling crack repair pending;
- Incomplete work list has been generated for completion of remaining minor work, and is now in progress;
- Final cleaning and generation of architect's punchlist is pending.





Grand Terrace High School: Progress Update (02-16-12)

Building "F" (Classroom Building) 90% complete:

- Installation of membrane over plywood sheathing and lath for exterior plaster at the stair towers is complete;
- Installing acoustic ceiling tiles at classrooms;
- Gas line connections are complete; HVAC start-up is complete and building is being climatized;
- Interior floors are being prepared for installation of vinyl floor tiles and base; Stored excess lab casework at 1st floor classrooms needs to be relocated.





Grand Terrace High School: Progress Update (02-16-12)

Building "G" (Administration Center and Classrooms) 91% complete:

- Electrical, HVAC, plumbing and fire sprinkler finishes; T-bar ceiling grid; and casework are all in progress at the Administration Center; Painting is complete except for the lobby area;
- Painting of door frames is complete and installation of interior doors and hardware is complete in the Classroom wing;
- Vinyl floor tile and base is substantially complete in the classrooms and corridors at the 1st and 2nd floor of the Classroom wing.





Grand Terrace High School: Progress Update (02-16-12)

Buildings "M" (Concessions) and "N" (Field Restrooms) 91% complete:

- Building "M" is substantially complete, ready for punchlist work.
- Building "N" is substantially complete, ready for punchlist work.





Grand Terrace High School: Progress Update (02-16-12)

Site Work (85% complete):

- Fine grading and raising of catch basins between Bldgs. "C" & "D" is complete, ready for concrete;
- Fine grading of the parking lot north of the Pool Bldg. "H" is in progress;
- Exterior metal handrail installation continues;
- Formwork and concrete placement south of Bldg. "B" and between Bldgs. "A" and "G" is in progress;
- Currently raising catch basins and sewer/storm drain cleanouts throughout quad area fire lane.





Grand Terrace High School: Progress Update (02-16-12)

PROGRESS PERCENT COMPLETE (%)		
INCREMENT 2 (Bid Package 1-18)		
BUILDING / AREA	01/19/12	02/16/12
Overall Project <small>(As of 01/2011 Schedule Update)</small>	57	61
Building "C"	60	63
Building "H"/Pool	39	41
Buildings "J" & "K"	58	66
Building "L"	47	53
Football Field	10	11
Tennis Courts	40	44
Parking Lots	19	19



Bldg. A: Cafeteria / Performing Arts Theater / Library
 Bldg. B: Gymnasium
 Bldg. C: Student Services
 Bldgs. D, E, F: Classrooms
 Bldg. G: Administration Center / Classrooms
 Bldg. H: Pool Facility
 Bldgs. J & K: Football Concessions / Restrooms
 Bldg. L: Grandstand / Locker Rooms / Team Rooms
 Bldg. M: Satellite Kitchen / Concession
 Bldg. N: Ball Field Restrooms

Grand Terrace High School: Progress Update (02-16-12)

Building "C" (Student Services): 63% complete

- Drywall taping and finishing is complete;
- Interior painting is complete;
- Suspended acoustical ceiling grid installation is in progress;
- Mechanical/Electrical/Plumbing at ceiling grid is in progress;
- Ceramic tile at restrooms is in progress;
- Electrical and gas for HVAC start-up is in progress.





Grand Terrace High School: Progress Update (02-16-12)

Building "H" (Pool / Pool Building): 41% complete

Building "H":

- Installation of structural steel roof members and metal decking is in progress;
- Pool equipment installation is in progress

Pool:

- Shotcrete for the pool side walls is complete;
- Shotcrete for gutters and surge pit is complete.





Grand Terrace High School: Progress Update (02-16-12)

Buildings "J" & "K" (Football Concessions/Restrooms): 66% complete

- Building "J": Layout and framing of steel stud walls, framing of soffits and eaves, and mechanical/electrical/plumbing finishes at walls and ceilings are complete; Roof insulation and waterproof membrane installation are in progress;
- Building "K": Steel stud walls and hard lid ceilings are complete; Rough-in of mechanical, electrical, and plumbing is complete; Roof insulation and waterproof membrane installation are in progress.





Grand Terrace High School: Progress Update (02-16-12)

Building "L" (Football Grandstand/Locker/Team Room): 53% complete

- Sections 1 and 3: Installation of rebar for the beams and deck was completed; the formwork and concrete placement at the deck/seating is complete;
- Section 2 and 4: Installation of rebar for the beams and deck is in progress; formwork for the grandstand deck/seating is in progress;





Grand Terrace High School: Progress Update (02-16-12)

Site Work - Including Football Field, Tennis Courts & Parking: 25% complete

- Grading at the southwest parking lot is substantially complete;
- Framing of the ceiling lids for the ticket booths is complete; Roof insulation and membrane installation is in progress;
- Forming for slab-on-grade at visitor's side bleachers is in progress;
- Grading of the football field is in progress.





Grand Terrace High School: Progress Update (02-16-12)

Critical Issues Impacting the Completion Schedule:

- ❑ The District has terminated Action Sheet Metal's contract. We are currently out to bid for pre-qualified roofing/sheet metal contractors for performance of the required corrections to the standing seam metal roofing installation, as well as completion of the other remaining scope of work that had been assigned to Action Sheet Metal.
- ❑ This work is scheduled to commence by March 19th and be complete by July 2nd.

Grand Terrace High School: Progress Update (02-16-12)

QUESTIONS?



Bldg. A: Cafeteria / Performing Arts Theater / Library
 Bldg. B: Gymnasium
 Bldg. C: Student Services
 Bldg. D, E, F: Classrooms
 Bldg. G: Administration Center / Classrooms
 Bldg. H: Pool Facility
 Bldg. J & K: Football Concessions / Restrooms
 Bldg. L: Grandstand / Locker Rooms / Team Rooms
 Bldg. M: Satellite Kitchen / Concession
 Bldg. N: Ball Field Restrooms

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: Mike Snellings, Assistant Superintendent, Educational Services Division

SUBJECT: **Approval of Student Field Trips**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$7,628.16

RECOMMENDATION: That the Board approve the student field trips as listed and expend the appropriate funds.

LFIELD TRIPS: Regular Meeting March 1, 2012

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
BHS	3/1/12 to 3/4/12 (Th/F/S/S)	8 am	1 pm	Rabobank Arena Bakersfield, CA (District transportation)	<i>CIF Boys State Wrestling Tournament</i> Wrestling team will compete in the State championship	9-12	Gabriel Schaefer Steven Padilla (7)	\$1,000	Site Discretionary Lottery	Strategy #1
CHS	3/2/12 to 3/4/12 (F/S/S)	5 am	8 pm	San Diego Sports Arena San Diego, CA (Parents)	<i>6th Annual San Diego Regional: FIRST Robotics Competition</i> Students will participate in engineering skills and design.	9-12	Dara DeVicariis +9	\$675.00	Donations \$550 SLI \$125	Strategy #1
CHS	4/28/12 to 5/1/12 (S/S/M/T)	7 am	7:30 pm	Fresno Convention Center Fresno, CA (District transportation)	<i>FHA-HERO State Leadership Meeting and Competition</i> Students will participate in a leadership conference and compete at the State level.	9-12	Kathleen Dickerson Debra Spencer Brandon Moore +17	\$6,953.16	Perkins \$5,595.72 ASB \$1,357.44	Strategy #1

*

Strategy #1: We will establish an effective internal and external communications system to keep all partners informed about our mission, objectives, strategies, policies, successes, and strengths.

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Mike Snellings, Assistant Superintendent, Educational Services Division

SUBJECT: Approval of Consultants for Staff Development

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General fund expenditure: \$5,700

RECOMMENDATION: That the Board approve the consultant for staff development as listed and expend the appropriate funds.

CONSULTANTS: Regular Meeting: March 1, 2012

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Smith	April 5, 12, 19, 26, May 3, 10, 17, 24, 31, 2012 (Thursdays)	8:45 am to 10:15 am	<i>Elementary School: The Academic Foundation</i> To provide a parent training course designed to develop skills and techniques to address the educational needs of their school-aged children.	Smith	Parent Institute for Quality Education Covina, CA	\$5,700	Title I	Strategy #2 #5

*Strategy #1: Communication

Strategy #2: Curriculum

Strategy #5: College, Career

Colton Joint Unified School District



Consultant Request Proposal

School: Smith Elementary School
Board Approval Date: March 1, 2012
Name of Consultant: Parent Institute for Quality Education
Billing Address: 957 N. Grand Ave., Covina, CA 91724
Contact Number: (626) 455-0126 FAX (626) 455-0943
Email address: lhernandez@piqe.org

Consultant Qualifications and Background:

The Parent Institute for Quality Education (PIQE) has been serving schools and parents since 1987. Since that time more than 475,000 parents have graduated from PIQE's programs. Parents learn about how they can support their children throughout their academic career. The classes help create a bridge between home and school and what to do to help prepare their students for college. The classes are offered in 16 different languages by professional PIQE facilitators. The class series culminates in a group meeting with the school principal, followed by the PIQE graduation ceremony. Visit www.piqe.org for more information

List Districts serviced and accompanying API Scores for 3 years:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Colton Joint Unified:	701	710	725
1. San Bernardino City	643	699	713
2. Moreno Valley Unified	706	716	734
3. Alvard Unified	749	753	776

Purpose:

To conduct a nine-week program for parents of Smith School students. PIQE's mission is to connect families, schools and community as partners to advance the education of every child through parent engagement.

Needs:

Previous parent surveys have shown needs in:

- Importance of School/Education
- How to Get into College
- How to help my child with reading, writing, motivation and homework
- Parenting classes

The PIQE classes will address all of these parent concerns.

Strategies:

Parent and Family Involvement Activities

Evaluation and Monitoring:

The goal is to have a minimum of 60 parents graduate from the nine-week program. Parents need to attend at least four sessions to receive a participation certificate.

Budget:

Title I Parent Involvement allocation

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Approval of Agreement with Inland Valley Recovery Services to Provide Classroom Based Enrichment Services for Bloomington High School Students (Effective March 1, 2012)**
- GOAL:** Identify, model, reinforce, and integrate the character traits students need to graduate and thrive in further education and the workplace.
- STRATEGIC PLAN:** Strategy #6 – Character
- BACKGROUND:** Inland Valley Recovery Services will provide students with classroom based enrichment services which will addresses cognitive skills, anger management, drug and alcohol use, shoplifting and truancy in small group settings.
- BUDGET IMPLICATIONS:** No impact to General Fund.
- RECOMMENDATION:** That the Board approve the agreement with Inland Valley Recovery Services to provide classroom based enrichment services for Bloomington High School students. (Effective March 1, 2012).

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into on the **1st day of March, 2012** between the **Colton Joint Unified School District**, 1212 Valencia Drive, Colton, CA 92324, hereinafter referred to as "District," and **Inland Valley Recovery Services**, whose address is **916 N. Mountain Ave, Suite A, Upland, CA 91786** hereinafter referred to as "Provider," in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF PROVIDER:

The Provider agrees to provide the following services, materials, and products to Colton Joint USD: **Classroom Based Enrichment Services**

Provider will implement the NCTI curriculum in the following areas:

Cognitive Skills

2x per week, 1 ½ hrs per class for 7 weeks -

Anger Management

2x per week, 1 ½ hrs per class for 4 weeks -

Drug and Alcohol

2x per week, 1 ½ hrs per class for 4 weeks -

Shoplifting

2x per week, 1 ½ hrs per class for 3 weeks -

Truancy

2x per week, 1 ½ hrs per class for 4 weeks -

B. TERM OF MOU:

The Provider's work, as specified in this MOU, shall commence on the date of this MOU, **March 1st, 2012**, and shall be completed on or before **June 30th, 2013**. This MOU may be extended, upon mutual written consent.

C. DISTRICT OBLIGATIONS:

1. For the period of this agreement, the District shall provide the following:

- a. Provide space for conducting the enrichment services
- b. Provide participant names and contact information.
- c. Notify parents of enrichment services program

2. The District shall recognize Provider as a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) or the Privacy Act Code of Federal Regulations (CFR 42, Part 2), and all communications concerning clients will require a signed authorization prior to disclosure.

D. INSURANCE:

Throughout the duration of the MOU, Provider shall, at its sole cost and expense, keep in force for the mutual benefit of Provider and District, comprehensive broad form general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, his agents, representatives, or employees. Such insurance shall provide coverage as follows:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance. It should be expressly understood; however, that the coverage's required herein shall not in any way limit the liability of Provider, its officers, agents, or employees. A Certificate of Insurance and an Additional Insured Endorsement naming the District as an Additional Insured shall be delivered to the District prior to the commencement of services, and thereafter immediately upon each policy renewal during the term of this MOU. The commercial general liability and automobile liability policies are to be endorsed to contain the following provisions:

- a. The District, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of the work or operations performed by or on behalf of Provider, or automobiles owned, leased, hired or borrowed by the Provider.
- b. For any claims related to this MOU, the Provider's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Provider, its officers, officials, employees or volunteers shall be excess of the Provider's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by Provider, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.
- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

D. INDEMNIFICATION:

The Provider agrees to indemnify, defend, and save harmless the District, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the Provider in the performance of this MOU.

E. GENERAL TERMS AND CONDITIONS:

1. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
2. **CONFLICT OF INTEREST:** Before executing this agreement, the Provider shall disclose to the District the identities of any board member, officer, or employee of the District, or relatives thereof, who the Provider knows or should know will have any financial interest resulting from this agreement.
3. **LICENSE AND AUTHORITY:** The Provider will maintain all necessary licenses during the term of this agreement. If other than a natural person, Provider is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses shall accompany this MOU.
4. **EQUIPMENT AND FACILITIES:** The Provider will furnish all necessary equipment and facilities to render his/her services pursuant to this MOU, unless otherwise agreed to by the parties.
5. **USE OF ADDITIONAL WORKERS BY PROVIDER:** The Provider may, at the Provider's own expense, employ additional workers or other Providers as necessary for the completion of this MOU and shall maintain workers' compensation insurance as required by state law. The District shall not control, direct, or supervise the Provider's additional workers or Providers in the performance of those services. The Provider assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or Providers and for

all state and federal income tax, unemployment insurance, social security, disability insurance, worker's compensation and other applicable withholdings. The Provider shall not hire employees of the District for performance of this MOU.

5. **ASSIGNMENT:** Without the written consent of the District, this MOU is not assignable by the Provider.

6. **SUCCESSORS AND ASSIGNS:** This MOU shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

7. **FINGERPRINTING AND CRIMINAL RECORDS CHECK:** Provider shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigations of its employees. Provider shall not permit any employees to have any contact with District pupils until such time as Provider has verified that such employee has not been convicted of a felony as defined in Education code 45125.1. Provider's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the district and/or acting as independent providers of the Provider.

8. **HEALTH EXAMINATION:** No person shall be initially allowed to interact with students unless he/she has placed on file with the provider or district a certificate from a physician licensed under the Business and professions Code indicating that a current tuberculosis examination shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

9. **GOVERNING LAW:** The validity of this MOU and all of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.

10. **CHANGES OR ALTERATIONS:** No changes, alterations, or variations of any kind to this MOU are authorized without the mutual written consent of both parties.

11. **HEADINGS:** All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the MOU.

12. **TERMINATION:** The District may terminate this MOU for any reason upon written notice to Provider. The District shall be relieved of the payment of any consideration to the Provider should the Provider fail to perform under this MOU. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Provider under this MOU.

13. **SEVERABILITY:** In the event any portion of this MOU shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this MOU.

14. **AMBIGUITY:** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

15. **COPYRIGHT:** Any written or electronic media product produced as a result of this MOU shall be a work for hire and shall be the property of the District.

16. **EXPENSES:** The Provider shall be responsible for all costs and expenses incident to the performance of services for the District, except as provided by this MOU, including but not limited to: all costs of equipment provided by the Provider; all fees, fines, licenses, bonds or taxes required of or imposed against the Provider; and all other of the Provider's costs of doing business.

F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This MOU constitutes the entire understanding of the parties. below signify both an understanding and acceptance of the contract provisions.

below signify both an understanding and acceptance of the contract provisions.

G. APPROVALS:

This MOU shall become effective upon its approval by the undersigned persons:

DISTRICT: _____
PRINT NAME _____
DATE _____
COLTON JOINT UNIFIED SCHOOL DISTRICT

PROVIDER: Stacy Smith
PRINT NAME Stacy Smith
DATE 2-16-12
INLAND VALLEY RECOVERY SERVICES

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

BACKGROUND: The Board may accept gifts of money or property on behalf of the district in accordance with Board Policy #3290: Gifts, Grants and Bequests.

RECOMMENDATION: That the Board accept the gifts as listed on the attached matrix.

BOARD AGENDA

REGULAR MEETING
March 1, 2012

ACTION ITEM

TO: Board of Education
PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources Division
SUBJECT: Approval of Personnel Employment and Resignations
GOAL: Human Resources Development
STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Administrative Regulations AR 4112 and 4212 *Appointment and Conditions of Employment* states: *Upon recommendation of the Superintendent, the Governing Board shall approve the appointment of all certificated (AR 4112) and classified (AR 4212) employees.*

Listed below are the recommendations for personnel employment along with their respective positions and sites.

Employment:

I-A Certificated – Regular Staff

1. Prothro, Rayna Elementary Teacher (temporary) D’Arcy

I-B Certificated – Activity/Coaching Assignments

1. Fino, Marcos Head Varsity Football Coach BHS

I-C Certificated – Hourly ~ None

I-D Certificated – Substitute Teachers

- 1. Bobadilla, Sonia
- 2. Bustos, Matthew
- 3. Chandler, Danielle
- 4. Davis, Lisa
- 5. Long, Iona
- 6. Lopez, Evelyn
- 7. Navarette, Norma
- 8. Reyes, Jr., Isidro
- 9. Richards, Nancy

I-E Certificated Management ~ None

II-A Classified – Regular Staff ~ None

II-B Classified – Activity/Coaching Assignments ~ None

II-C Classified – Hourly

1. Baker, Rebecca M. AVID Tutor CMS
2. Risher, Carmen R. Sub Child Develop. Teacher San Sal (*on call*)

II-D Classified – Substitute ~ None

Resignations:

<u>I Certificated</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>
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II Classified

1. Llamas, Steven	Custodian	Crestmore	01/05/2000	02/16/2012
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RECOMMENDATION: That the Board approve personnel employment and resignations as presented.

ACTION: On motion of Board Member _____ and _____, the Board approved the above recommendation as presented.

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources Division

SUBJECT: **Approval of Conference Attendance**

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

Deborah Villegas – CHS Teacher	<i>Link Crew Peer Leader Training</i> May 7-9, 2012 Temecula, CA Saturday School Funds: \$2,725.00
Carmen Lozolla – Transportation Driver Trainer	<i>State (CA) Certified Instructor</i> <i>Program, Class #284</i> June 3-22, 2012 Sacramento, CA Transportation Funds: \$1,035.00

BUDGET IMPLICATIONS: General Fund expenditure: \$3760.00

RECOMMENDATION: That the Board approve conference attendance as presented.

ACTION: On motion of Board Member _____ and _____, the Board approved the above recommendation as presented.

BOARD AGENDA

REGULAR MEETING
March 1, 2012
ACTION ITEM

TO: Board of Education

PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources

SUBJECT: Approval of One month Contract Extension for Sunesys to Provide High Speed Fiber Optic Wide Area Network for All School and Support Sites During June 2013

GOAL: Facilities/Support Services
Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: In order to maintain discounted rates for our district-wide high speed fiber optic network during the month of June, 2013, the district must authorize a one month contract with Sunesys so that our existing contract does not terminate prior to the funding of the 2013 E-Rate.

This extension and subsequent onetime payment of \$3,724.61 will allow the district to use its vital communications network to provide for telephone services, e-mail and internet access at all school and support sites. If the contract is not signed, the undiscounted cost for one month of service will rise to \$39,273.91.

BUDGET IMPLICATIONS: General Fund Expenditure: \$3,724.61

RECOMMENDATION: That the Board approve the one month contract extension for Sunesys to provide high speed fiber optic wide area network for all school and support sites during June 2013.

ACTION: On motion of Board Member _____ and _____, the Board approved the one month contract extension for Sunesys to provide high speed fiber optic wide area network for all school and support sites during June 2013.



ADDENDUM NO. 2012-01
TO
WIDE AREA NETWORK LICENSE AGREEMENT
BETWEEN
SUNESYS, LLC AND COLTON JOINT UNIFIED SCHOOL DISTRICT

THIS ADDENDUM NUMBER 2012-01 ("Addendum") is made as of this 1st day of March, 2012 between Sunesys, LLC ("SUNESYS"), and Colton Joint Unified School District ("Licensee").

WHEREAS, SUNESYS and Licensee have previously entered into that certain Wide Area Network License Agreement dated as of January 19, 2007 ("Agreement") wherein SUNESYS licensed to Licensee the use of certain portions of the SUNESYS "WAN" upon the terms and conditions set forth in the Agreement; and

WHEREAS, the initial term of the Agreement expires on May 31, 2013; and

WHEREAS, SUNESYS and Licensee wish to enter this Addendum in order to extend the initial term of the Agreement through the end of the 2012-2013 E-rate fiscal year, which is June 30, 2013.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, SUNESYS and Licensee agree as follows:

1. Any capitalized terms not defined herein shall have the meaning as set forth in the Agreement.
2. In the event of any inconsistencies between the terms of this Addendum and the Agreement, the terms of this Addendum shall control and take precedence.
3. SUNESYS and Licensee hereby agree to extend the initial term of the Agreement through June 30, 2013 (the "Extension Term").
4. During the Extension Term, Licensee shall pay to SUNESYS a monthly license fee of Thirty-Nine Thousand Two Hundred Seventy-Three Dollars Ninety-One Cents (\$39,273.91) per month. Licensee intends to apply for E-rate funding to help pay for the costs of the WAN during the Extension Term. SUNESYS agrees to provide discounted (i.e., amounts remaining after the E-rate and California Teleconnect Fund ("CTF") subsidies for the WAN) bills to the Licensee. Licensee shall be responsible for paying to SUNESYS the non-discounted portion of the monthly recurring charges. The monthly license fee stated is pre E-Rate and the California Teleconnect Fund discounts. The approximate cost to Licensee, using Licensee's current E-rate discount rate of Eighty-Five (85%) percent, CTF Discount and Taxes is Three Thousand Seven Hundred Twenty-Four Dollars Sixty-One Cents (\$3,724.61) per month. The Parties agree that Licensee's non-discounted cost of the monthly recurring charge may have to be adjusted (either increased or decreased) depending upon whether Licensee's E-rate discount changes in the 2012-2013 E-rate funding year.
5. The parties agree that the purpose of this Addendum is to provide a one (1) month extension to the term of the Agreement in order to align the expiration date of the Agreement with the E-rate fiscal year expiration of June 30, 2013. Nothing in this Addendum is intended to and this Addendum shall not modify the provisions of Section 5.1 of the Agreement regarding renewals of the term of the Agreement and such renewals, if effective, shall begin on July 1, 2013.
6. This Addendum shall not be effective until executed by Licensee and accepted by an authorized representative of SUNESYS at its place of business.
7. By execution hereof, the signers hereby signify that each is authorized to execute this Addendum on behalf of and bind their respective party hereto.

SUNESYS, LLC:

By: _____
Name: _____
Title: _____
Date: _____

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources Division

SUBJECT: Approval of Stipend for the Assistant Principal of Terrace Hills Middle School for Taking on the Additional Role of Principal

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Due to the relocation of the Terrace Hills Middle School (THMS) principal, the THMS assistant principal assumed the principal’s duties and will serve in this capacity through the end of the 2011-12 school year.

The District is requesting that the Board approve a onetime stipend of \$437.88 to compensate for the additional duties.

BUDGET IMPLICATIONS: General Fund Expenditure: \$437.88

RECOMMENDATION: That the Board approve the stipend for the assistant principal of Terrace Hills Middle School for taking on the additional role of principal.

ACTION: On motion of Board Member _____ and _____, the Board approve the stipend for the assistant principal of Terrace Hills Middle School for taking on the additional role of principal, as presented.

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Approval of Purchase Orders

GOAL: Student Performance / Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Purchase orders in excess of \$10,000 are presented to the Board of Education for approval.

**BUDGET
IMPLICATIONS:** General Fund 01 Expenditures: \$85,953.74 Total Expenditures: \$ 85,953.74

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$ 85,953.74

ACTION: On motion of Board Member _____ and _____, the Board approved purchase orders as recommended.

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE</u>	<u>RESOURCE DESCRIPTION</u>	<u>AMOUNT</u>
022656	Insight Investments LLC	Tech Supp./Smith	3010	NCLB:TTL I, PT A Grant, Low Inc	\$14,987.31
	<i>35 refurbished computers were ordered to replace existing computers at Smith Elementary School. The existing computers are in poor condition and IT is not able to continue to fix them. The costs of the refurbished computers are approximately half the cost of a new computer and come with a warranty.</i>				
022704	Learning Plus Associates	Instruc.Supp./Jurupa Vista	7090/7091	Economic impact Aid SCE/LEP	\$11,888.72
	<p><i>These materials will provide:</i></p> <ul style="list-style-type: none"> • <i>Multiple exposures to the most heavily weighted standards in 8-15 weeks</i> • <i>Exposure to and reinforcement of most of the skills embedded in the CST standards</i> • <i>Exposure for all students with multiple exposures to their grade level skills and standards</i> • <i>Review and reinforcement of the skills embedded in the CST standards with maintenance and review lessons</i> 				
022787	Secure Content Solutions	New Software/ IT	0110	E-Rate Technology Program	\$59,077.71
	<i>The District currently uses Panda Antivirus Software and is no longer satisfied with the product. IT evaluated several products, including Panda, AVG, Sophos and Kaspersky and concludes that Sophos is the best product to serve the needs of the District. This three year agreement, although more expensive than the competing antivirus products, will provide additional features with the ability for staff to control applications more thoroughly. Additionally, the entirety of the Sophos software purchase is reimbursable using the Microsoft K12 Voucher program thus making the final <u>cost for three years to zero.</u></i>				
TOTAL					\$85,953.74

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Award of Bid #12-06 to Ken’s Sporting Goods for Grand Terrace High School Athletic Uniforms

GOAL: Support Services

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Bids for athletic uniforms at Grand Terrace High School were opened on February 10, 2012. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Bids were solicited from three vendors, two bids were received.

This bid will be used to outfit all athletic team sports at Grand Terrace High School. A schedule showing the bids received and their amounts follows.

Ken’s Sporting Goods	\$151,618.26
Sport Chalet	\$158,362.55

BUDGET IMPLICATIONS: Building Fund 21 Expenditure: \$151,618.26

RECOMMENDATION: That the Board award Bid #12-06 to Ken’s Sporting Goods for the Grand Terrace High School Athletic Uniforms in the amount of \$151,618.26.

ACTION: On motion of Board Member _____ and _____, the Board awarded Bid, #12-06 to Ken’s Sporting Goods for Grand Terrace High School Athletic Uniforms in the amount of \$151,618.26, as presented.

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Award of Bid #12-04 to Spectrum Communications Cabling Services, Inc. for Wireless Network Equipment at Grand Terrace High School

GOAL: Support Services/Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Bids for wireless network equipment at Grand Terrace High School were opened on February 7, 2012. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Bids were solicited from three vendors, one vendor submitted a bid.

This bid will be used to purchase wireless network equipment to be installed at Grand Terrace High School. A schedule showing the bid received and its amount follows.

Spectrum Communications Cabling Services, Inc. \$158,935.01

BUDGET IMPLICATIONS: Building Fund 21 Expenditure: \$158,935.01

RECOMMENDATION: That the Board award Bid #12-04 to the lowest responsible bidder, Spectrum Communications Cabling Services, Inc. for Wireless Network Equipment at Grand Terrace High School, in the amount of \$158,935.01, as presented.

ACTION: On motion of Board Member _____ and _____, the Board awarded Bid #12-04 to the lowest responsible bidder, Spectrum Communications Cabling Services, Inc. for Wireless Network Equipment at Grand Terrace High School, in the amount of \$158,935.01, as presented.

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: **Approval of Three Year Lease Agreement with MailFinance, Inc./Priority Mailing Systems for a US Mail Postage System**

GOAL: Facilities/Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The District would like to enter into a three year (36 month) agreement with MailFinance, Inc./Priority Mailing Systems to lease a new US Mail Postage System. This system will allow the District to obtain the lowest postage rates available on bulk mail, as well as, other discounts from the US Postal Service. Upon the approval of the three year lease, the District anticipates a **savings in excess of \$35,000** in postage fees and other costs associated by converting to the new equipment. Currently, the District Print Shop has a US Mail postage meter system that is outdated and *not* cost effective.

The monthly payment for this equipment for the first twelve months will be \$1,526.76 plus applicable taxes. The remaining twenty four months will be billed at \$2,104.84 plus applicable taxes. The monthly payment includes the lease payment, maintenance and online postal services. At the end of the lease, the District will own the equipment.

BUDGET IMPLICATIONS: General Fund Expenditure: \$68,837.28 (approximately)

RECOMMENDATION: That the Board approve the three year (36 month) lease agreement with MailFinance, Inc./Priority Mailing Systems for a US Mail Postage System, as presented.

ACTION: On the motion of Board Member _____ and _____, the Board approved the three year (36 month) lease agreement with MailFinance, Inc./Priority Mailing Systems for a US Mail Postage System.

BOARD AGENDA

REGULAR MEETING
March 1, 2012

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** **Adoption of Resolution No. 12-37 of the Colton Joint Unified School District Governing Board Authorizing the Borrowing of Funds for Fiscal Year 2012-13 and the Issuance and Sale of One or More Series of 2012-13 Tax and Revenue Anticipation Notes Thereafter 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**
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** With State deferrals of Revenue Limit apportionments set at an unprecedented level, many school districts throughout the state have been experiencing a growing cash flow problem.
- Tax Revenue Anticipation Notes (“TRANs”) are short term financings designed to assist with cash flow shortages. Under the requirements of State law, California school districts are obligated to issue TRANs through the county in which they are located. Resolution No. 12-37 makes a request to the County to issue the TRANs on behalf of the District, and, pursuant to State law, for fiscal year 2012-13. The Resolution contains the terms and conditions for the issuance, sale, and delivery of the TRANs in an amount not to exceed \$40,000,000.
- Short term financing is an acceptable method of dealing with cash flow shortages IF simultaneous adequate cost cutting measures are being taken so that the level of debt is not spiraling upward. Cost cutting measures to date have not been adequate. CJUSD had no short term debt as recently as 2008-09. Since then, short term debt levels have been rising and are projected to be \$62 million in 2012-13. This cannot be sustained. Therefore, Resolution No. 12-37 is recommended with the understanding that the board will direct that measures be taken in 2012-13 that will stabilize the need for short term debt and that a plan be developed for eliminating our need for short term borrowing.
- BUDGET IMPLICATIONS:** No impact to the General Fund at this time.
- RECOMMENDATION:** That the Board adopt the Resolution No.12-37 authorizing the borrowing of funds for fiscal year 2012-13 and the issuance and sale of one or more series of 2012-13 Tax and Revenue Anticipation Notes thereafter 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. Also that the Board direct staff to implement measures to be taken in 2012-13 that will stabilize the need for short term borrowing.
- ACTION:** On motion of Board Member _____ and _____, the Board adopted the resolution as presented.

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

DISTRICT RESOLUTION

NAME OF DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT*

LOCATED IN: COUNTY OF SAN BERNARDINO

MAXIMUM AMOUNT OF BORROWING: \$40,000,000

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 THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

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

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 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

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

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

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

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

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

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

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 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

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

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

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 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

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

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

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

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

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

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

(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) 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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. No Joint Obligation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(G) Financial Reports and Deficiency Reports. If, as of the first Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), beginning in the Repayment Period designated in Section 3.03 of the Trust Agreement or the Indenture, as applicable, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such Repayment Period (as specified in the Pricing Confirmation applicable to the Series of Notes) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the Underwriter and the corresponding Credit Provider, if any, a Financial Report, and on the tenth Business Day of such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), if applicable, a Deficiency Report, in substantially the forms set forth as Exhibits C and D to the Trust Agreement or the Indenture (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

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

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

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

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

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such

Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

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

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

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

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 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

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

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.

(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

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

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

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

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

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

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

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

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

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

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

hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

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

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

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

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

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

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

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

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

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

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

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

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any

Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

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

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

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

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(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;

- 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,

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

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.

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

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

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

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

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

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

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

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/ _____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA
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

	<u>Interest Rate</u>		<u>Maturity Date</u>	
	_____%		_____, 20__	
<u>First</u> <u>Repayment Period</u>	<u>Second</u> <u>Repayment Period</u>	<u>Third</u> <u>Repayment Period</u>	<u>Fourth</u> <u>Repayment Period</u>	<u>Fifth</u> <u>Repayment Period</u>
____% 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).

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

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

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

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

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

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

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

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

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

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

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

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

By _____
Title:

[(SEAL)]

Countersigned

By _____

Title:

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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

BY _____
AUTHORIZED OFFICER

ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

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

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Approval of Change Order No. 123-09-11 Nevell Group, Inc. (Category 9 - Walls and Ceiling Systems) for the Grand Terrace High School Project, Bid #08-14

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: This change order, in the amount of \$85,450.63*, exceeds the \$80,000 allowable pursuant to Resolution No. 11-65, which was Board approved on June 16, 2011, and therefore requires Board of Education approval.

Additional fire-treated plywood skirting is required at the base of all roof mounted mechanical equipment curbs. This solid substrate is required to bridge the gaps between the leveling curbs and top of roofing insulation, and to provide a substrate to receive roofing materials. This work is also necessary to obtain the specified roofing warranty.

Staff has reviewed all supporting documentation and recommends approval of this change order. The additional costs will be covered by the project budget contingency. Vanir Construction, WLC Architects, and the DSA inspectors have closely monitored the work and additional costs based on time and materials. As of this date, Nevell Group, Inc. is approximately 97% complete.

<u>Original Contract Amt.</u>	<u>\$4,837,655.00</u>	<u>Cumulative % to date</u>
Change Order 1	\$ 7,824.62	0.16%
Change Order 2	\$ (1,299.00)	0.13%
Change Order 3	\$ 65,582.00	1.49%
Change Order 4	\$ 66,544.00	2.87%
Change Order 5	\$ 28,131.00	3.45%
Change Order 6	\$ 129,926.00	6.13%
Change Order 7	VOIDED	6.13%
Change Order 8	\$ (24,634.00)	5.62%
Change Order 9	\$ 10,330.60	5.84%
Change Order 10	\$ 8,353.00	6.01%
*Change Order 11	\$ 85,450.63	7.78%

Change orders 1-10 were previously approved per Resolution No. 11-65.

BUDGET IMPLICATIONS: State Fund 35 Expenditure: \$85,450.63

RECOMMENDATION: That the Board approve Change Order No. 123-09-11 Nevell Group, Inc. (Category 9 - Walls and Ceiling Systems) for the Grand Terrace High School Project, Bid #08-14.

ACTION: On motion of Board Member _____ and _____, the Board approved the change order, as presented.

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 DSA FIELD ENGINEER
 IOR
 OTHER
 OTHER

D. Taylor, Colton Joint Unified School District
 R. Hensley/S. Stearns, WLC Architects, Inc.
 M. Nevell, Nevell Group, Inc.
 J. Cohen, Division of the State Architect
 J. Henderson, Superior Construction Services, Inc.
 N. Piccini, WLC Architects, Inc.
 DSA Coordinator, WLC Architects, Inc.

PROJECT: Grand Terrace High School
 (name, address) 21810 Main Street
 Grand Terrace, CA 92313

PROJECT CHANGE ORDER NUMBER: 123

CATEGORY CONTRACTOR NUMBER: 09

CATEGORY CHANGE ORDER NUMBER: 11

DATE: January 24, 2012

ARCHITECT'S PROJECT NO: 0119800.54

TO CONTRACTOR: Nevell Group, Inc.
 (name, address) 3001 Enterprise Street, Suite 200
 Brea, CA 92821

CONTRACT DATE: April 23, 2009

CONTRACT FOR: New High School

DSA APPLICATION NO.: 04-107480

DSA FILE NO.: 36-H4

The Contract is changed as follows:

ITEM	DESCRIPTION	ALLOWANCE AMOUNT	CHANGE ORDER AMT
123.1	RFPC: 104BR1-09-007; Revise roof curb to accommodate tapered insulation at HVAC units per attached Instruction Bulletin 41R. Justification: Fire treated plywood skirting was required around HVAC curbs.	0.00	85,450.63
Contractor agrees to furnish all labor and materials to perform all of the above described work in accordance with the above terms in with the applicable sections of the Contract Documents. The amount of charges under this Change Order is limited to the charges allowed Article 7 of the General Conditions. The adjustment in the contract any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or in the contract time and contract sum due to the CONTRACTOR of the change in the work covered by this Change Order, unless provided in this Change Order. It is understood that this Change Order be effective when approved by the Governing Board of the District.			
Subtotal:		\$ 0.00	
Original Allowance:		\$ 0.00	
Net Change by Previously Authorized Change Orders:		\$ 0.00	
Remaining Allowance:		\$ 0.00	

Total Cost of This Change Order: Increase \$ 85,450.63

Not valid until signed by the Owner, Architect and Contractor.

PROJECT: Grand Terrace High School
(name, address) 21810 Main Street
Grand Terrace, CA 92313

PROJECT CHANGE ORDER NUMBER: 123
CATEGORY CONTRACTOR NUMBER: 09
CATEGORY CHANGE ORDER NUMBER: 11
DATE: January 24, 2012
ARCHITECT'S PROJECT NO: 0119800.54

The Original Contract Sum for Category Contractor 09 \$ 4,837,655.00
Net Change by Previously Authorized Change Orders \$ 290,758.22
The New Contract Sum for Category Contractor 09 Including This Change Order \$ 5,213,863.85

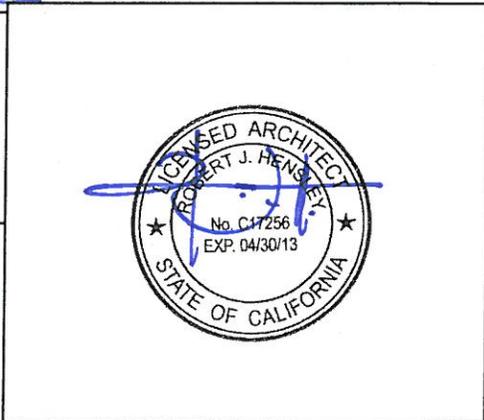
Prorated Contract Amount for this Project was \$ 4,837,655.00
Net Change by Previously Authorized Change Orders \$ 290,758.22
The Contract Amount Prior to this Change Order for this Project was \$ 5,128,413.22
The Contract Amount for this Project will be Changed by this Change Order in the Amount of \$ 85,450.63
The new Prorated Contract Amount for this Project including this Change Order will be \$ 5,213,863.85

The Contract Time for this Project will be unchanged.
The date of Substantial Completion for this Project as of the date of this Change Order therefore is April 29, 2011.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Architect: [Signature] Date: 1/31/2012

ROBERT J. HENSLEY
WJC Architects, Inc.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730



Contractor: [Signature] Date: 2/6/12

Nevell Group, Inc.
3001 Enterprise Street, Suite 200
Brea, CA 92821

Construction Manager: [Signature] Date: 02.10.12

Vanir Construction Management, Inc.
290 North D Street, Suite 900
San Bernardino, CA 92401

Owner: _____ Date: _____
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

APPROVED
DIVISION OF THE STATE ARCHITECT

AC _____ FLS _____ SS _____

A # 04 - 107480 DATE _____

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: **Approval of Agreement with Vista Environmental Consulting for Hazardous Materials Testing and Abatement for Modernization Projects at Crestmore, Grant, Lewis and Lincoln Elementary Schools**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Federal and State laws mandate independent monitoring of all asbestos and lead abatement activities prior to, during, and after demolition. This is to ensure contractors handle and dispose of all hazardous materials in accordance with all governing laws and regulations.

Proposals were solicited from the following environmental consulting firms:

Brickley Environmental	Did not submit proposal
Envirotech Industries, Inc.	Did not submit proposal
Executive Environmental	\$28,560
Vista Environmental Consulting	\$15,685

Staff recommends Vista Environmental Consulting to provide required services based on their experience and qualifications.

BUDGET

IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$15,685

RECOMMENDATION: That the Board approve the agreement with Vista Environmental Consulting for hazardous materials testing and abatement for modernization projects at Crestmore, Grant, Lewis and Lincoln Elementary Schools.

ACTION: On motion of Board Member _____ and _____ , the Board approved the agreement, as presented.

**AGREEMENT FOR HAZARDOUS MATERIALS CONSULTANT
FOR MODERNIZATION PROJECTS AT CRESTMORE, GRANT, LEWIS AND LINCOLN
ELEMENTARY SCHOOLS BY AND BETWEEN
COLTON JOINT UNIFIED SCHOOL DISTRICT
AND
VISTA ENVIRONMENTAL CONSULTING**

1. Parties and Date

This Agreement (“Agreement”) is made and entered into this 1st day of March 2012, by and between the **COLTON JOINT UNIFIED SCHOOL DISTRICT (CJUSD)** (“District”) a public school district, and **VISTA ENVIRONMENTAL CONSULTING** (“Consultant”).

2. Recitals

2.1 Consultant.

Consultant is a professional consultant, skilled and experienced in providing the specialized services described herein to public clients, and is familiar with the plans of the District.

2.2 District.

The District does not have on their staff of classified employees any person(s) qualified to provide professional services contemplated herein.

2.3 Project.

The District desires to engage Consultant to render the professional services contemplated herein for **Hazardous Materials Consulting Services** related to the modernization projects at Crestmore, Grant, Lewis and Lincoln Elementary Schools.

3. Terms

3.1 Scope of Services, Activity Schedule, Qualifications and Term

3.1.1 General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services, described in Exhibit “A” attached hereto and incorporated herein by reference (“Services”). All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Consultant Qualifications. Consultant officers and employees shall meet the standard qualifications necessary for performance of the Services. All subconsultants and/or subcontractors of Consultant shall maintain all the necessary licenses or certificates required for the work they perform.

3.1.3 Term. The term of this Agreement shall be from March 2012 with an approximate duration of 24 months or until one of the following occurs: (i) the Project(s) is terminated or suspended by the District prior to completion; or (ii) the District terminates this Agreement pursuant to paragraph 3.5.2 herein. The agreement shall be renewed each year for up to (4) additional years as mutually agreed to by both parties.

3.2 **Responsibilities of Consultant.**

3.2.1 Control of Consultants and Employees. The District retains Consultant on an independent contractor basis and Consultant is not an employee of the District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall, at all times, be under Consultant's exclusive direction and control.

3.2.2 Payment of Employees. Consultant shall pay all wages, salaries, and other amounts due to Consultant's employees in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage as applicable and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.2.2.1 Labor Compliance Program. The District is using funds derived from the California School Facility Program and is required to enforce a Labor Compliance Program ("LCP"). The Consultant shall abide by the District's LCP and/or all current State requirements.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the District and all applicable federal, state and local governmental agencies having oversight over the Project, and shall be the property of the District.

3.2.4 Records and Reports. Consultant shall provide copies of any and all required records and reports to the District. (2) Bound copies and (1) electronic copy.

3.2.5 Maintenance of Records and Reports. Consultant shall maintain complete and accurate records with respect to any and all required reports and records related to the Project. These records shall be maintained by Consultant and made available at all reasonable times during any period which services are provided for the Project and for four (4) years from the date of completion of the Services.

3.2.6 Coordination of Services. Consultant agrees to work closely with the District's Architect, Construction Manager, DSA Inspector, District staff, and other applicable District consultant(s) or agent(s) in the performance of Services and shall be available to the District's Architect, Construction Manager, District staff, and other District consultant(s) and agent(s) at all reasonable times.

- 3.2.7 Licenses and Certificates. Evidence of necessary licenses and certificates shall be provided to District within ten (10) days of the date of execution of the Agreement by all parties.
- 3.2.8 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of any Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from any and all Projects by the Consultant and shall not be re-employed to perform any of the Services or to work on any and all Projects.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including, but not limited to, California Code of Regulations Title 8 & 24, DSA, Fed/OSHA, Cal/OSHA, EPA and South Coast Air Quality Management District requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.
- 3.2.10 Insurance.
- 3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.
- 3.2.10.2 Minimum Requirements and Limits. Consultant shall, at Consultant's expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall ensure the District is named as an additional insured for each policy, except professional liability policy. All policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of District or any other named insured shall not be called upon to contribute to any loss. Consultant shall also require all of its subcontractors or subconsultants to procure and

maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance;
- (2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$500,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease;
- (3) Insurance Endorsements. The General Liability and Automobile Liability Insurance policies shall be endorsed to state that: (A) the District, their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- (4) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the

terms of the insurance policy which arise from work performed by the Consultant.

- (5) Professional Liability Error and Omission Coverage. At all times during the provision of Services under this Agreement, the Consultant shall maintain professional liability insurance in a form and with insurance companies acceptable to the District and in the amount of \$1,000,000 per claim and aggregate.
- (6) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California.

3.2.10.4 Application of Insurance. Insurance is procured and maintained by Consultant. Should Consultant experience increased premiums due to claims made, Consultant shall be fully liable for the incremental increase to the insurance premium.

3.2.10.5 Verification of Coverage. Consultant shall furnish both District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 **Fees and Payments.**

3.3.1 **Compensation.**

3.3.1.1 Subject to paragraphs 3.3.1.2-3.3.1.4 below, Districts shall pay for the Services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit "B" attached hereto and hereby made a part of this Agreement.

3.3.1.2 In no event shall the total amount paid for Services rendered by Consultant pursuant to this Agreement exceed "Normal and Customary" charges.

3.3.1.3 Each month Consultant shall furnish District with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, materials, equipment, supplies and miscellaneous expenses. District shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 3.3.1.4 below. In the event any charges or expenses are disputed, District shall return the original invoice to Consultant for correction and resubmission.

3.3.1.4 Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best effort to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3.3.2 **Additional Work.** Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or District, and informal consultations with the other party indicate that a change is warranted, a change in scope of the work shall be processed by District in the following manner: a letter outlining the changes shall be forwarded to District by Consultant with a statement of estimated changes in fee or time schedule. A written amendment to this Agreement shall be prepared by District and executed by all parties before performance of such services or Districts will not be required to pay for the changes in the scope of work. Such written amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 **Maintenance of Accounting Records.**

Consultant shall maintain complete and accurate records with respect to all costs and

expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 **General Provisions.**

3.5.1 **Suspension of Work.** The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of one hundred twenty (120) consecutive days or more, and if, in addition, such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the Compensation will be subject to negotiated adjustment.

3.5.2 **Termination of Agreement.**

3.5.2.1 **Grounds for Termination.** The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.2.2 **Effect of Termination.** If this Agreement is terminated as provided in this Section, the District may require Consultant to provide any and all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.2.3 **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

3.5.3 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:
Vista Environmental Consulting
950 North Tustin Avenue, Suite 800
Anaheim, CA 92807
Attn: Raul Garcia

Phone: 714-238-0010

Fax: 714-238-0020

THE DISTRICT:

Colton Joint Unified School District
851 South Mt. Vernon Avenue, Suite 8
Colton, CA 92324

Attn: Darryl Taylor, Director
Facilities Planning & Construction
Phone: 909-580-5000 Ext. 6640
Fax: 909-554-1882

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 3.5.4 Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.
- 3.5.5 Ownership of Materials and Confidentiality. All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.
- All such materials and data shall be provided to the District, or such other agency or entity as directed by the District or required by law, rule or regulation, immediately upon completion of the term of this Agreement, or upon the completion of any individual school site project, as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this Agreement or prior to the completion of any individual school site project, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.
- 3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
- 3.5.7 Indemnification. Consultant agrees to hold harmless District, its Governing Board and each member thereof, its officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for

injury or death of any person, or damage to property, or interference with use of property, to the extent arising out of the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

- 3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.
- 3.5.9 Governing Law. The laws of the State of California shall govern this Agreement. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Orange, State of California.
- 3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.11 The Districts Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with the Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.
- 3.5.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of the District.
- 3.5.13 Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.
- 3.5.14 Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
- 3.5.15 Interpretation. In interpreting this Agreement, it shall be deemed that the parties prepared it jointly with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
- 3.5.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
- 3.5.17 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all

activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. In addition, compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement. Consultants shall be required to certify their good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

3.5.18 Fingerprinting and Criminal Background Check. Consultant shall comply with the fingerprinting requests of Education Code section 45125.1 by completing the appropriate affidavit attached hereto as Exhibit “C”. Consultant and his subcontractors shall comply with the criminal background check requirements of Education Code section 45125.1 by completing the appropriate affidavit also contained in Exhibit “C”.

3.5.19 Drug, Alcohol, and Tobacco-Free Facility. District facilities are drug, alcohol, and tobacco-free. Drug, alcohol, and tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property.

3.5.20 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, upon execution of each, shall constitute one agreement.

Colton Joint Unified School District

Vista Environmental Consulting

By: _____

By: _____

Name: Jaime R. Ayala

Name: _____

Title: Assistant Superintendent, Business Services Division

Title: _____

EXHIBIT "A"
SCOPE OF SERVICE



February 9, 2012

Mr. Lee Roohr
Project Manager
Colton Joint Unified School District

RE: Hazardous Materials Consulting Services
Modernizations Projects at Crestmore, Lincoln,
Grant and Lewis Elementary Schools
Colton, CA – VEC Proposal #P212029

Dear Mr. Lee:

As per your request, listed below is our scope of work and estimated fees for the project referenced above.

OBJECTIVE

The objective of this project, as understood by Vista Environmental Consulting, Inc. (VEC) is to provide a hazardous materials modernization survey of the school buildings as depicted in the drawings from Ruhnah Ruhnah Clarke, DSA Approved on June 6, 2008. Since no laboratory sample results were provide all impacted materials must be tested as per SCAQMD Rule 1403 requirements. The four (4) schools named above located in Colton, CA (the Site). It is our understanding that the site consists of a variety of classrooms and portables. It appears that the buildings have been there since at least 1960's. This survey is being performed to identify, quantify, and sample potentially regulated materials within this structure prior to demolition.

SCOPE OF SERVICES

1. Hazardous Materials Survey

A destructive hazardous materials survey for asbestos, lead, universal wastes (UW) and polychlorinated biphenyls (PCB) will be performed in adherence with applicable federal, state and local regulations. VEC will visually assess accessible and proposed to be impacted structural, architectural and mechanical systems for the presence of these materials. Areas will be destructively entered and assessed. These areas include but are not limited to wall cavities, hard pan ceilings, pipe chases, elevator shafts and multi-layered walls and flooring.

- a. VEC's asbestos assessment will include review of previous survey data and collection of additional samples where necessary. Samples will be submitted to an accredited laboratory and analyzed by Polarized Light Microscopy. Samples will be generally taken from locations that are visible to the general population, such as above ceiling tiles or behind permanent fixtures, or in areas that already showed signs of damage.
- b. VEC's lead construction screening assessment will include samples of representative painted and coated surfaces for evaluation of lead levels to assist in initial waste characterization. All samples will be submitted to an accredited laboratory for analysis of lead content by flame atomic absorption. Analysis will be limited to lead content only; no other metals analysis will be performed.
- c. VEC will conduct a visual assessment to identify other potential regulated materials or environmental hazards within or on the structures and likely to be impacted during the planned improvements. This visual assessment will include identifying items that could contain polychlorinated biphenyls such as ballasts and transformers, Universal Waste materials such as non-incandescent lamps and batteries, mechanical devices that contain coolant gases such as water fountains and HVAC systems, and devices that could contain low-levels of radiation such as smoke detectors and exit signs. No samples will be taken of these materials.
- d. Deliverables include a Hazardous Materials Survey Report. The report will include analytical results, field sketches and photographic documentation and will be provided in (PDF) format.
- e. The assessment is limited to the facilities described in our table. VEC takes no responsibility for hazardous materials found outside the scope of services.

SCHEDULE

We can begin this project upon receipt of your written authorization. This project is anticipated to require ten (10) days to complete the survey, three (3) to five (5) working days to obtain analytical results and three (3) to five (5) working days, following receipt of the final analytical results, to develop and submit the survey report with a rough-order cost estimate.

EXCLUSIONS AND LIMITATIONS

-  Access shall be arranged by CUSD, since work is scheduled for after hours
-  Subsurface investigations are not included
-  Point Counting and TEM analysis are not included

Crestmore Elementary School

Description	Units	Cost
Modernization Survey & Report	2-3 Days Estimated 150 Samples	\$3,800.00 Survey/Report
Specifications, Job Walk & Bid Consulting	1 Lump Sum	\$650.00 Survey/Report
Project Management & Air Monitoring	PM - 1 Hour Per Shift (As requested for Mtgs) CSST/CDPH Inspector 8-Hour Shift Final Certification Report	\$125.00/Hour \$85.00/Hour \$500.00/Per 5 Shifts
	<u>*Total Estimate</u> <i>With 10% Discount</i>	<u>\$4,450.00</u> <u>\$4,005.00</u>

**Our estimate is based on one award of individual sites. If all sites are awarded a cost savings of 10% of the overall total will be applied. Any delays of shifts less than 8 hours will require a change order for additional mobilizations and scheduling. Total excludes Project Management and Air Monitoring until a contractor and schedule has been established.*

Lewis Elementary School

Description	Units	Cost
Modernization Survey & Report	2-3 Days Estimated 150 Samples	\$3,600.00 Survey/Report
Specifications, Job Walk & Bid Consulting	1 Lump Sum	\$650.00 Each
Project Management & Air Monitoring	PM - 1 Hour Per Shift (As requested for Mtgs) CSST/CDPH Inspector 8-Hour Shift Final Certification Report	\$125.00/Hour \$85.00/Hour \$500.00/Per 5 Shifts
	<u>*Total Estimate</u> <i>With 10% Discount</i>	<u>\$4,250.00</u> <u>\$3,825.00</u>

**Our estimate is based on one award of individual sites. If all sites are awarded a cost savings of 10% of the overall total will be applied. Any delays of shifts less than 8 hours will require a change order for additional mobilizations and scheduling. Total excludes Project Management and Air Monitoring until a contractor and schedule has been established.*

Hazardous Materials Surveys
 Modernizations at Four Elementary Schools

Lincoln Elementary School

Description	Units	Cost
Modernization Survey & Report	2-3 Days Estimated 150 Samples	\$3,600.00 Survey/Report
Specifications, Job Walk & Bid Consulting	1 Lump Sum	\$650.00 Survey/Report
Project Management & Air Monitoring	PM - 1 Hour Per Shift (As requested for Mtgs) CSST/CDPH Inspector 8-Hour Shift Final Certification Report	\$125.00/Hour \$85.00/Hour \$500.00/Per 5 Shifts
	*Total Estimate With 10% Discount	\$4,450.00 \$3,850.00

**Our estimate is based on one award of individual sites. If all sites are awarded a cost savings of 10% of the overall total will be applied. Any delays of shifts less than 8 hours will require a change order for additional mobilizations and scheduling. Total excludes Project Management and Air Monitoring until a contractor and schedule has been established.*

Grant Elementary School

Description	Units	Cost
Modernization Survey & Report	2-3 Days Estimated 150 Samples	\$3,800.00 Survey/Report
Specifications, Job Walk & Bid Consulting	1 Lump Sum	\$650.00 Survey/Report
Project Management & Air Monitoring	PM - 1 Hour Per Shift (As requested for Mtgs) CSST/CDPH Inspector 8-Hour Shift Final Certification Report	\$125.00/Hour \$85.00/Hour \$500.00/Per 5 Shifts
	*Total Estimate With 10% Discount	\$4,450.00 \$4,005.00

**Our estimate is based on one award of individual sites. If all sites are awarded a cost savings of 10% of the overall total will be applied. Any delays of shifts less than 8 hours will require a change order for additional mobilizations and scheduling. Total excludes Project Management and Air Monitoring until a contractor and schedule has been established.*

Hazardous Materials Surveys
Modernizations at Four Elementary Schools

In the event additional services are requested or the project requires additional effort to complete, VEC will bill on a time and materials basis from our established fee schedule. For our mutual agreement, the terms and limits of our liability are governed by the contents of this proposal.

We look forward to working with you on this project. If you should have any questions please feel free to contact me on my mobile at 626.264.3024.

Sincerely,



Raul Garcia
Vice President
Certified Asbestos Consultant #05-3783

Attachments: Fee Schedule

Proposal Acceptance:

Hazardous Materials Consulting Services
Modernizations Projects at Crestmore, Lincoln,
Grant and Lewis Elementary Schools
Colton, CA – VEC Proposal #P212029

Print Name: _____

Title: _____

Signature: _____

Date: _____

Purchase Order#: _____

EXHIBIT "B"
RATE SCHEDULE

COLTON JOINT UNIFIED SCHOOL DISTRICT RATE SCHEDULE

UNIT RATES

Principal-in-Charge	\$145.00/hour
Certified Industrial Hygienist (CIH)	\$145.00/hour
Project Manager	\$125.00/hour
Certified Asbestos Consultant	\$ 95.00/hour
Certified Asbestos Consultant/CDPH	\$ 85.00/hour
Certified Asbestos Site Surveillance Technician	\$ 65.00/hour
Clerical	\$ 60.00/hour
Mileage	\$ 0.50/mile
Asbestos Bulk Sample Analysis	\$10.00/sample
Asbestos 400 Point Count	\$55.00/sample
Asbestos 1000 Point Count	\$65.00/sample
Asbestos TEM Bulk Sample (Gravimetric Reduction)	\$60.00/sample
Asbestos PCM Air Sample (On-Site Analysis)	\$8.00/sample
Asbestos PCM Air Sample (Laboratory)	\$ 15.00/sample
Asbestos TEM Air Sample	\$ 58.00/sample
Lead Paint, Air, Wipe, Soil Sample Analysis	\$ 18.00/sample
Lead Water Sample Analysis	\$ 125.00/sample
Non-Viable Mold Spore Trap Analysis	\$ 65.00/sample
Niton XRF (in-house)	\$125.00/Day
IR Camera (in-house)	\$250.00/Day
Moisture Meter (in-house)	\$ 65.00/Day
Sampling equipment for specialized hazardous materials	Cost + 15%.

Any additional services requested outside this standard fee schedule will be billed at cost plus 15% mark up.

¹Samples and Project Management time are billed on a Unit Rate

²Unit rates are based on standard working hours

³Sample analytical rates are based on a standard turn-around time



BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Approval of Correction to Agreement with School Services of California, Inc. for Special Services (2011-12)

GOAL: Support Services/Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: School Services of California is recognized as one of the top consultants in the state regarding issues of school finance, legislation, school budgeting and general fiscal issues. The Business Services Division uses these services daily to research and administer the budgeting functions of the District.

School Services of California is recognized as one of the top consultants in the state regarding issues of school finance, legislation, school budgeting and general fiscal issues. The Business Services Division uses these services daily to research and administer the budgeting functions of the District.

On October 6, 2011 the Board approved the agreement with School Services of California, Inc. for Special Services. The approved hourly rate for a consultant was \$225 and should have been \$255, as indicated on the contract. Below is the correct rate for the consultant fee.

2011-12 Cost per hour	
Consultant	\$225 \$255 (plus expenses)
SSC Assistant Director	\$145
Other support staff	\$95

Approval of this correction increases the consultant hourly rate by \$30 and shall be effective September 16, 2011 and terminating June 30, 2012.

BUDGET IMPLICATIONS: To be paid from the General Fund or appropriate funds when allowable.

RECOMMENDATION: That the Board approve the correction to the agreement with School Services of California, Inc. for Special Services (2011-12).

ACTION: On motion of Board Member _____ and _____, the Board approved the agreement, as presented.

BOARD AGENDA

**REGULAR MEETING
March 1, 2012**

ADMINISTRATIVE REPORT

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Approved Disbursements

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College Career
Strategy #3 – Decision Making Strategy #6 – Character

BACKGROUND: The Board of Trustees payment report is available at the Board of Education meeting for review. Items listed in the payment report have been approved and paid.

Disbursements have been paid as listed, from batch #1188 through batch #1268 for the sum of \$3,250,807.99.

BUDGET IMPLICATIONS: \$3,250,807.99 paid from funds as listed in the payment report.

