

# Colton Joint Unified School District

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



## Board of Education Regular Meeting and Reorganization Session

Thursday, December 8, 2011  
at 5:30 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

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

|                        |                        |
|------------------------|------------------------|
| 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       |

1.2 Renewal of the Pledge of Allegiance.

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

**2.0 SPECIAL PRESENTATIONS**

2.1 Reorganization Session – Selection of Officers

- President
- Vice President
- Clerk
- ROP Board Member (Two Year Term)
- Alternate ROP Board Member (One Year Term)
- Representative Elector – San Bernardino County Committee on School District Organization

2.2 Selection of Regular Meetings Dates and Meeting Times– 2012 (calendar year)

2.3 Employee Recognition

**3.0 SCHOOL SHOWCASE**

3.1 Bloomington High School

**4.0 PUBLIC HEARING** ~ None

**5.0 ADMINISTRATIVE PRESENTATIONS**

5.1 Budget Update – Assistant Superintendent Jaime R. 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.

On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved Consent Items #A – 1 through #A – 11, as presented.

- Page 5 A-1 Approval of Minutes for the November 16<sup>th</sup> and 17<sup>th</sup> Board Meetings
- Page 21 A-2 Approval of Student Field Trips
- Page 23 A-3 Approval of Consultant for Assembly Presentations
- Page 25 A-4 Approval of Consultants for Staff Development
- Page 29 A-5 Approval of Bloomington High School 2012 Winter Formal (January 21, 2012)
- Page 31 A-6 Approval of the Memorandum of Understanding and Partnership with Rio Hondo Education Consortium d.b.a. Learning, Enrichment, Academic Resources Network (LEARN) at Grand Terrace High and Slover Mountain High Schools (July 1, 2012-June 30, 2017)
- Page 33 A-7 Adoption of Resolution No. 12-24, *Approval of Request for Emergency Closure for State Preschool, Submitted to the California Department of Education, Child Development Division*, for Reimbursement of Funds for Days of Operation or Days of Attendance Due to the Emergency Closure of San Salvador State Preschool (October 18, 2011)
- Page 35 A-8 Approval of Affiliation Agreement Between the Colton Joint Unified School District and Loma Linda School of Dentistry to Provide Services to Reche Canyon Elementary Students (2011-2012)
- Page 37 A-9 Acceptance of Gifts
- Page 39 A-10 Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4256.3
- Page 43 A-11 Approval of Parent and/or Booster Clubs and Organizations (2011-12)

**B. Action Items**

- Page 57 B-1 Approval of Personnel Employment
- Page 59 B-2 Approval of Contract with Sunesys to Provide High Speed Fiber Optic Wide Area Network for Joe Baca Middle School and Grand Terrace High School (2012-2017)
- Page 61 B-3 Approval of Purchase Orders
- Page 63 B-4 Award of Bid 12-02: Roofing Project at Three District Sites
- Page 65 B-5 Approval to Award Contracts Without Bids (Lightning Damage at Bloomington High School)
- Page 67 B-6 Approval of Reimbursement for Loss, Personal Property Used for Instructional Purposes (San Salvador – Employee #329)
- Page 69 B-7 Adoption of Resolution No. 12-22 for Revised 2010-11 Actual Gann Limit and Projected 2011-12 Gann Limit
- Page 71 B-8 Adoption of Resolution No. 12-21 of the Colton Joint Unified School District Governing Board Authorizing the Borrowing of Funds for Fiscal Year 2011-12 and the Issuance and Sale of One or More Series of 2011-12 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 119 B-9 Approval of 2011-12 First Interim Financial Report With A Qualified Certification and Resolution No. 12-23 to Implement On-going Budget Reductions in 2012-13
- Page 121 B-10 Adoption of Resolution No. 12-20: Six Month Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Grand Terrace for Child Care Services at Terrace View Elementary School
- Page 139 B-11 Approval of Revised Middle School Student Attendance Boundaries
- Page 143 B-12 Approval of Revised High School Student Attendance

**C. Action Items – Board Policy ~ None****D. Action Items – Resolutions ~None****8.0 ADMINISTRATIVE REPORTS**

- Page 147 AR-8.1 Approved Disbursements
- AR-8.2 Facilities Update – *Director Darryl Taylor, Facilities Planning and Construction*
- 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**  
Page 149
- 11.2 **Personnel**
  - ◆ Public Employee: Discipline/Dismissal/Employment/Release/Assignment/Reassignment (Gov. Code 54957)
  - ◆ Public Employee: Performance Evaluation: Title: Superintendent
- 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: Approximately 28 & 26 acres in San Bernardino County known as APNs 0257-101-23 & 24,  
0257-101-13 & 03, and 0254-011-04  
District Negotiators: Jerry Almendarez, Jaime R. Ayala, Darryl Taylor,  
Counsel, Best, Best & Krieger

## **12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

## **13.0 ADJOURNMENT**

**BOARD AGENDA**

**REGULAR MEETING  
December 8, 2011**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Approval of Minutes for the November 16<sup>th</sup> and 17<sup>th</sup> Board Meetings

**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 November 16<sup>th</sup> and 17<sup>th</sup> Board Meetings.

# Colton Joint Unified School District

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



## Minutes November 16, 2011

The Board of Education of the Colton Joint Unified School District met for a Special Meeting on Wednesday, November 16, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

### Trustees Present

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

### Staff Members Present

Mr. Jerry Almendarez

### **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 Haro called the meeting to order at 5:30 p.m. Board Member Roger Kowalski led in the renewal of the Pledge of Allegiance.

### **2.0 SPECIAL PRESENTATIONS ~ None**

### **3.0 SCHOOL SHOWCASE ~ None**

### **4.0 PUBLIC HEARING ~ None**

### **5.0 ADMINISTRATIVE PRESENTATIONS ~ None**

### **6.0 PUBLIC COMMENT ~ None**

### **7.0 ACTION SESSION ~ None**

### **8.0 ADMINISTRATIVE REPORTS ~ None**

### **9.0 SUPERINTENDENT'S COMMUNICATION ~ None**

### **10.0 BOARD MEMBER COMMENTS ~ None**

### **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 5:31 p.m., Board President Haro announced that the board would recess into closed session to discuss the following item on the closed session agenda:

#### **11.1 Personnel**

- ♦ Public Employee: Performance Evaluation: Title: Superintendent

### **12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

The Board meeting reconvened at 9:14 p.m. Board President Haro reported that no action was taken in closed session.

### **13.0 ADJOURNMENT**

At 9:15 p.m., the meeting was adjourned until the next Board of Education Meeting scheduled on Thursday, November 17, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Date Approved: December 8, 2011



## Board Meeting Minutes November 17, 2011

The Board of Education of the Colton Joint Unified School District met for a Regular Board Meeting and Public Hearing on Thursday, November 17, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

### Trustees Present

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

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

Board President Haro called the meeting to order at 5:30 p.m. Bloomington High School, Assistant Principal Burner led in the renewal of the Pledge of Allegiance.

### **2.0 SPECIAL PRESENTATIONS**

#### **2.1 Student Recognition**

The Board recognized 6<sup>th</sup> grade student, Anthony Rodriguez from Wilson Elementary School for modeling the character traits of *Respect, Responsibility, Caring* and *Trustworthiness*.

### **3.0 SCHOOL SHOWCASE**

#### **3.1 Washington High School**

Washington High School's Ten Boys Club members, Dominic Trevino, Miguel Escobedo, Geovanni Patterson, Eddi Hernandez, Angel Ramirez, Anthony Rincon, Jorge Martinez, Ricardo Ramirez, Martin Osorio and Arthur Vega presented their school report.

### **4.0 PUBLIC HEARING**

#### **4.1 District Sunshine Proposal for Colton School Employees' Association (CSEA)**

Board President Haro opened the Public Hearing at 5:44 p.m. The Public Hearing was closed at 5:45 p.m.

### **5.0 ADMINISTRATIVE PRESENTATIONS**

#### **5.1 Boundary Update**

The Boundary Change Committee presented the proposed high school and middle school boundaries which included an additional option requested by the Board. The committee recommended Draft Plan A for high school and Draft Plan A-4 for middle school. All options will be presented to the Board for final approval at the December 8<sup>th</sup> meeting.

## 5.2 Budget Update (EXHIBIT A)

Assistant Superintendent Ayala announced that the First Interim report, as well as, a resolution authorizing the borrowing of funds for Fiscal Year 2011-12 and the issuance and sale of one or more series of 2011-12 Tax and Revenue Anticipation Notes will be presented for Board approval at the December 8th meeting.

## 6.0 PUBLIC COMMENT

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

- *Harry Tompkins*, resident spoke of the budget and announced that he will make a formal request for public records.

### White card—Items/Topics Not on the Agenda

- *Lori Walton*, CJUSD teacher, commented on the on-going negotiations between ACE and the district.

## 7.0 ACTION SESSION

### A. #443 Consent Items

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

- #443.1 A-1 Approved Minutes for the October 27<sup>th</sup> and November 3<sup>rd</sup> Board Meetings
- #443.2 A-2 Approved Student Field Trips (EXHIBIT B)
- #443.3 A-3 Approved Consultant for Assembly Presentations (EXHIBIT C)
- #443.4 A-4 Approved Consultants for Staff Development (EXHIBIT D)
- #443.5 A-5 Adopted Resolution No. 12-19, Approval of Request for Emergency Closure for State Preschool, Submitted to the California Department of Education, Child Development Division, for Reimbursement of Funds for Days of Operation or Days of Attendance Due to the Emergency Closure of Wilson Elementary School State Preschool Program (Oct. 18, 2011)
- #443.6 A-6 Approved the Memorandum of Understanding and Partnership with Rio Hondo Education Consortium d.b.a. Learning, Enrichment & Academic Resources Network (LEARN) at Colton High School (July 1, 2012 – June 30, 2017)
- #443.7 A-7 Accepted Gifts (EXHIBIT E)

### B. #444 On motion of Board Member Kowalski and Board Member Armenta, and carried on a 7-0 vote, the Board approved Action Items B-1 through B-9, as presented.

- #444.1 B-1 Approved Personnel Employment (EXHIBIT F)
- #444.2 B-2 Approved Conference Attendance (EXHIBIT G)
- #444.3 B-3 Approved Purchase Orders
- #444.4 B-4 Approved Covenant to Restrict Use of Property and Maintenance and Operation Agreement for Grand Terrace High School
- #444.5 B-5 Adopted Resolution No. 12-14: Six Month Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Michael D’Arcy Elementary School
- #444.6 B-6 Adopted Resolution No. 12-15: Six Month Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Jurupa Vista Elementary School
- #444.7 B-7 Adopted Resolution No. 12-16: Six Month Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for After School Enrichment Programs at D’Arcy, Jurupa Vista, and Sycamore Hills Elementary School
- #444.8 B-8 Adopted Resolution No. 12-17: Six Month Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Fontana for ASES Grant Funded After School Enrichment Programs at Crestmore, Smith, and Zimmerman Elementary School
- #444.9 B-9 Approved Amended Contract with Alpha Vista Services, Inc. to Provide Speech and Language Pathologist Providers for Services (2011-12)

### C. Action Item – Board Policy ~ None

### D. Action Item – Resolution

#445 On motion of Board Member Ibarra and Board Member Cenicerros, and carried on a 7-0 vote, the Board approved Action Item D-1, as presented.

- #445.1 D-1 Adopted Resolution No. 12-18, *Countywide Vision For Our Future*

## 8.0 ADMINISTRATIVE REPORTS

### AR-8.1 Approved Disbursements

### AR-8.2 Facilities Update (EXHIBITS H and I)

Facilities Director Taylor commented on the dedication ceremony held earlier in the day for the Claude “Bud” Johnston Math and Science Wing at Bloomington High School.

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 announced that teachers will be “working to contract” the week of November 28<sup>th</sup> through December 1<sup>st</sup>. They are also planning a rally on Thursday, December 1<sup>st</sup> on the corner of Rancho Avenue and Valley Boulevard in Colton. During the holiday season ACE plans to participate in both the Bloomington and Colton Christmas parades and the Needy Family Program.

**AR-8.4 CSEA Representative ~ No Update**

**AR-8.5 MAC Representative ~ No Update**

**AR-8.6 ROP Update**

Board Member Ibarra announced that the ROP spring catalog is now available.

**9.0 SUPERINTENDENT’S COMMUNICATION**

Superintendent Almendarez complimented several school sites on their successful Veterans’ Day celebrations and announced several upcoming holiday activities.

To view the Communiqué please visit the CJUSD website at [www.colton.k12.ca.us](http://www.colton.k12.ca.us)

**10.0 BOARD MEMBER COMMENTS**

**Board Member Cenicerros** commented on the dedication ceremony held earlier in the day for the Claude “Bud” Johnston Math and Science Wing at Bloomington High School and recognized 5<sup>th</sup> District Supervisor Josie Gonzalez for her commitment to the CJUSD.

**Board Member Tabera** thanked Colton High School football coach Chris Ma’ilo and the entire football team for their dedication this season. He also praised Washington High School’s 10 Boys Club on their school report. Mr. Tabera closed by wishing everyone a Happy Thanksgiving.

**Board Member Ibarra** commented on the evaluation process for the superintendent and thanked Superintendent Almendarez for his effort and overall leadership. Mr. Ibarra also wished all staff and the public a Happy Thanksgiving.

**Board Member Armenta** commented on the many things the district has to be thankful for especially for the dedicated staff and talented students. He also spoke of the evaluation process for the superintendent.

**Board Member Morales** shared her experience from Colton Middle School’s Career Day and announced that the Colton High School football team will partner with the Colton Chamber of Commerce for their annual food drive.

**Board Member Kowalski** thanked long time Board Members Ibarra and Armenta for their experience and leadership. He also congratulated Bloomington High School staff for organizing a meaningful dedication ceremony of the new math and science wing. Mr. Kowalski closed by thanking Principal Tasaka for providing a tour of Washington High School during his recent visit.

**Board Member Haro** congratulated Reche Canyon Elementary School on their successful Fall Festival. She also commented on several school events such as band concerts, Veterans Day and Heroes Assemblies, athletic competitions and the Educational Summit she recently attended.

**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 7:18 p.m., Board President Haro 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 9:43 p.m.

**12.1 Student Discipline, Revocation, and Re-entry**

**#446** On motion of Board Member Ibarra and Board Member Armenta, and carried on a 7-0 vote, the Board approved six discipline items as presented. Student discipline item #3 was voted on separately.

- |                      |           |
|----------------------|-----------|
| 1. 142567            | 5. 141788 |
| 2. 1038551           | 6. 122447 |
| <del>3. 117438</del> | 7. 92118  |
| 4. 118809            |           |

- #447 On motion of Board Member Kowalski and Board Member Morales, and carried on a 6-1 vote (Board Member Tabera opposed), the Board approved staff's recommendation and transferred student #117438 to Washington Opportunity High School for the remainder of the 2011-12 school year through a suspended expulsion and plan of rehabilitation.

12.2 **Personnel ~ No Report**

- ◆ Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)
- ◆ Public Employee: Performance Evaluation: Title: Superintendent

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

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

Potential Case: *Eighteen*

- #448 In closed session, the Board and District discussed and approved a settlement of the claim filed by Ledesma & Meyer Construction Company, Inc.

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

Pursuant to Government Code Section 54956.9(a)

Case Number: *None*

12.5 **Conference with Labor Negotiator ~ No Report**

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)

12.6 **Conference with Real Property Negotiator** (Gov. Code 54956.8) ~ *No Report*

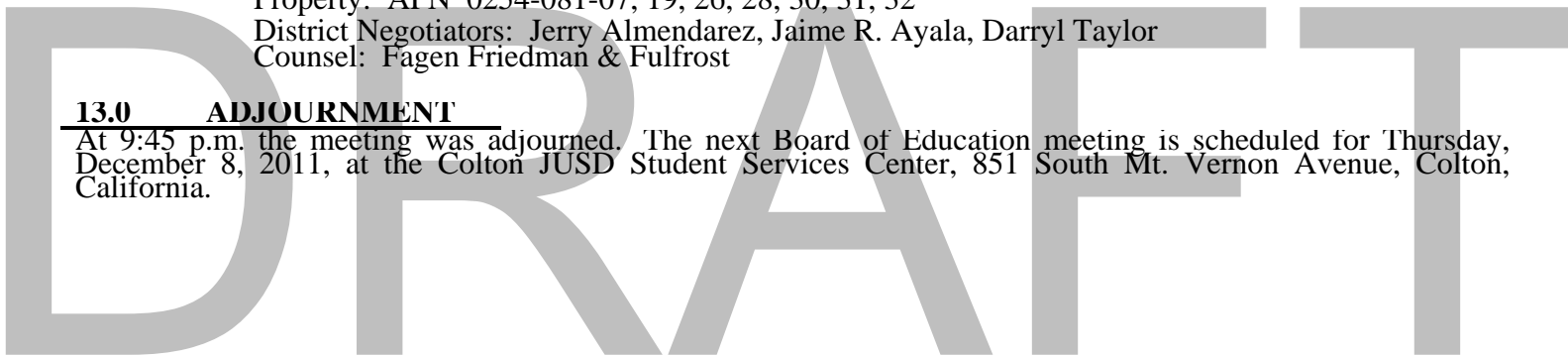
Property: APN 0254-081-07, 19, 26, 28, 30, 31, 32

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

Counsel: Fagen Friedman & Fulfrost

**13.0 ADJOURNMENT**

At 9:45 p.m. the meeting was adjourned. The next Board of Education meeting is scheduled for Thursday, December 8, 2011, 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  
November 17, 2011

### Mid-Year Cut Update

- On Nov 16 the Legislative Analyst's Office (LAO) issued its *California Fiscal Outlook* report:
  - Reports a revised revenue forecast for 2011-12.
  - The \$4.0 billion in additional State revenue will fall short by \$3.7 billion.
  - The \$3.7 billion shortfall will trigger mid-year cuts.
- School Services of California (SSC) calculates that the \$3.7 billion shortfall translates to a **\$189 revenue loss per pupil for K-12 education**:
  - For CJUSD this translates to a mid-year cut of about \$4.2 million.
- By December 15 the Department of Finance (DOF) will issue its revenue forecast:
  - If the DOF revenue forecast is more favorable, mid-year cuts will be based on the DOF revenue forecast.
  - If the LAO revenue forecast is more favorable, mid-year cuts will be based on the LAO revenue forecast.
- Politics may get in the way:
  - The legislature may decide to forego mid-year cuts by pushing them off to 2012-13.
  - Either way, we are going to see revenue cuts.
- **FOR NOW WE ASSUME MID-YEAR CUTS OF \$4.2 MILLION WILL OCCUR IN JANUARY 2012.**

### 2011-12 1<sup>st</sup> Interim Budget Revisions & Impact on Fund Balance

|                              | Adopted Budget<br>(Millions) | 1 <sup>st</sup> Interim<br>(Millions) | Fund Balance Impact<br>(Millions) |
|------------------------------|------------------------------|---------------------------------------|-----------------------------------|
| <b>Revenue Revisions</b>     |                              |                                       |                                   |
| Federal Revenue              | \$ 12.4                      | \$ 14.7                               | \$ 2.3                            |
| Other State Revenue          | 29.0                         | 29.9                                  | .9                                |
| Other Financing Sources      | 3.6                          | 7.1                                   | 3.5                               |
| <b>Expenditure Revisions</b> |                              |                                       |                                   |
| Certificated Salaries        | \$ 93.1                      | \$ 90.6                               | \$ 2.5                            |
| Employee Benefits            | 39.8                         | 39.3                                  | .5                                |
| Books & Supplies             | 6.6                          | 7.7                                   | (1.1)                             |
| Services/Operating Exp       | 14.4                         | 15.7                                  | (1.3)                             |
| <b>Fund Balance Impact</b>   |                              |                                       | <b>\$ 7.3</b>                     |

### 2011-12 Revised Ending Fund Balance Per 1<sup>st</sup> Interim

|   |                       |
|---|-----------------------|
| Ending Fund Balance at June 30, 2012 per Adopted Budget | \$ 14.9               |
| 1 <sup>st</sup> Interim Impact                          | <u>\$ 7.3</u>         |
| <b>Revised Ending Fund Balance at June 30, 2012</b>     | <b><u>\$ 22.2</u></b> |

### Projected Ending Fund Balance with Mid-Year Cuts

|  | 6/30/12<br>(Millions) | 6/30/13<br>(Millions)  | 6/30/14<br>(Millions)   |
|--|-----------------------|------------------------|-------------------------|
| Ending Fund Balance per 1 <sup>st</sup> Interim Report | \$ 22.3               | \$ 8.2                 | \$ (8.8)                |
| Mid-Year Cuts  | <u>(4.2)</u>          | <u>(4.2)</u>           | <u>(4.2)</u>            |
|  | \$ 18.1               | \$ 4.0                 | \$ (13.0)               |
| Reserve for Economic Uncertainty                       | (5.5)                 | (5.6)                  | (5.7)                   |
| <b>Balance Remaining</b>                               | <b><u>\$ 12.6</u></b> | <b><u>\$ (1.6)</u></b> | <b><u>\$ (18.7)</u></b> |

**EXHIBIT B, FIELD TRIPS:**

| <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> |
|--------------|----------------------------|---------------|---------------|--|---|--------------|--|-------------|----------------|------------------------|
| BMS          | 1/3, 4, 5 & 6, 2012        | 7 am          | 4 pm          | Flabbob Airport<br>Riverside, CA<br>(Parents)                      | <i>Aeronautics Academy</i><br>GATE students will take basic lessons in aerodynamics, flight safety, navigation, weather and flight history. | 7/8          | Daniel Morse<br>(12) +12   | \$900       | Donations      | Strategy #1            |
| Jurupa Vista | 5/14/12 to 5/16/12 (M/T/W) | 9 am          | 10 am         | Pali Institute<br>Running Springs, CA<br>(District transportation) | Science Camp<br>Sixth grade students will explore geology science investigation and participate in team building activities.                | 6            | Leslie Ensey<br>Josie Desmond<br>Faylene Pearson<br>Sandi Stauffer<br>Lindsay Hughes<br>(80) | \$20,140    | ASB            | Strategy #1            |

**EXHIBIT C, CONSULTANTS FOR ASSEMBLY PRESENTATION**

| <u>Site</u> | <u>Date(s)</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> |
|-------------|----------------|----------------------|--|-----------------|---|-------------|--------------|------------------------|
| Rogers      | 12/1/11        | 8 am<br>9 am<br>1 pm | <i>Achieve Science</i><br>K-6 students will participate in interactive science presentations to reinforce science concepts and facilitate understanding. | Rogers          | AchieveScience<br>Rich Blagden<br>La Mirada, CA | \$1,000     | PTA          | Strategy #1            |

**EXHIBIT D, CONSULTANTS FOR STAFF DEVELOPMENT**

| <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> |
|-------------|---|--------------------|--|-----------------|-----------------------------------|-------------|--------------|------------------------|
| Crestmore   | Jan. 24, 27, 31, Feb. 3, 7, 10, 14, 21, 28, March 2, 6, 9, 2012 (12 days) | 7:45 am to 9:45 am | <i>Learning is Magic!</i><br>To provide English and Spanish speaking parents with strategies that will enable them to address the educational needs of their children. | Crestmore       | Learning is MAGIC<br>Glendale, CA | \$3,840     | Title I      | Strategy #2<br>#5      |

**EXHIBIT F, GIFTS**

| <u>Site</u>   | <u>Donor</u>   | <u>Donation/Purpose</u>                     | <u>Amount</u> |
|---------------|--|---|---------------|
| Crestmore     | Wells Fargo Foundation Educational Matching<br>Gift Program c/o<br>Carmen Vargas | Check #980297                               | \$36.00       |
| Grant         | Coca-Cola Refreshments   | Check #05832202                             | \$132.00      |
| McKinley      | Target   | Check #2339423                              | \$80.89       |
| Terrace Hills | Tahsin Farhoud & Reema Farhoud   | Check #3999<br>For ASB - Renaissance Rally  | \$15.00       |
| Terrace Hills | Lydia Zamora Gomez   | Check #2189<br>For ASB – Renaissance Rally  | \$15.00       |
| Terrace Hills | Tonya L. Duncan & Douglas Duncan   | Check #1802<br>For ASB – Renaissance Rally  | \$10.00       |
| Terrace Hills | Stephen D. Quick & Jeri L. Quick   | Check #10507<br>For ASB – Renaissance Rally | \$10.00       |
| Terrace Hills | Jo Ann Robles  | Check #7180<br>For ASB – Renaissance Rally  | \$20.00       |
| Wilson        | Colton Chamber of Commerce/Hodgdon<br>Group Pac Rail/Ecology<br>Laura Morales    | Pumpkins for students                       | \$120.00      |

# DRAFT

**EXHIBIT G, PERSONNEL:**

| <u>I-A</u> | <u>Certificated – Regular Staff</u> | <u>Subject</u>             | <u>Site</u>    |
|------------|-------------------------------------|----------------------------|----------------|
| 1.         | Bolanos, Ivonne                     | Elementary Teacher (temp)  | Birney         |
| 2.         | Gonzales, Maira                     | Elementary Teacher (temp)  | Wilson         |
| 3.         | Kappmeyer, Julie                    | Elementary Teacher (temp)  | Smith          |
| 4.         | Oshima, Jason                       | English/ELD Teacher (temp) | CHS            |
| 5.         | Urrea, Lisa                         | Elementary Teacher (temp)  | Sycamore Hills |

| <u>I-B</u> | <u>Certificated – Activity/Coaching Assignments</u> | <u>Position</u> | <u>Site</u> |
|------------|---|-----------------|-------------|
|------------|---|-----------------|-------------|

| <u>I-C</u> | <u>Certificated – Hourly</u> | <u>Position</u> | <u>Site</u> |
|------------|------------------------------|-----------------|-------------|
|            | None                         |                 |             |

| <u>I-D</u> | <u>Certificated – Substitute Teacher</u> | <u>Position</u>        | <u>Site</u>            |
|------------|--|------------------------|------------------------|
| 1.         | Arredondo, Carmen                        | 11. Cortez, Yvonne     | 21. Margosian, Jena    |
| 2.         | Bayless, Heidi                           | 12. Crockett, Marcilyn | 22. Martinez, Theresa  |
| 3.         | Benitez, Jennifer                        | 13. Deroos, Jodi       | 23. Pratt, Karen       |
| 4.         | Bold, Christina                          | 14. Favazza, Patrick   | 24. Rodriguez, Olivia  |
| 5.         | Cagley, Timothy                          | 15. Flores, Galet      | 25. Solis, Jessica     |
| 6.         | Campos, Samantha                         | 16. Gatson, Ellen      | 26. Thomas, Christalyn |
| 7.         | Carlson, Holly                           | 17. Hopkins, Jesse     | 27. Vo, Tham           |
| 8.         | Carrillo, Denisse                        | 18. Howard, Kristina   |                        |
| 9.         | Chaconas, Anna                           | 19. Kelsey, Jill       |                        |
| 10.        | Clennon, Candice                         | 20. Lucero, Lynda      |                        |

| <u>I-E</u> | <u>Certificated Management – Summer School 2011</u> | <u>Position</u> | <u>Site</u> |
|------------|---|-----------------|-------------|
| 1.         |   |                 |             |

| <u>II-A</u> | <u>Classified – Regular Staff</u> | <u>Position</u> | <u>Site</u> |
|-------------|-----------------------------------|-----------------|-------------|
|-------------|-----------------------------------|-----------------|-------------|

| <u>II-B</u> | <u>Classified – Activity/Coaching Assignments</u> | <u>Position</u>                           | <u>Site</u> |
|-------------|---|---|-------------|
| 1.          | Beteta, Erwing R.                                 | HD JV Soccer (walk-on)                    | BHS         |
| 2.          | Cardoza Jr., David D.                             | HD Varsity Wrestling (walk-on/returning)  | CHS         |
| 3.          | Dudley, Jason J.                                  | HD JV Wrestling (walk-on/returning)       | CHS         |
| 4.          | Gordon, Robert                                    | HD JV Basketball (walk-on/returning)      | CHS         |
| 5.          | Hodder, Sean                                      | HD Varsity Basketball (walk-on/returning) | CHS         |
| 6.          | Lopez, Guadalupe                                  | HD JV Soccer (walk-on/returning)          | BHS         |
| 7.          | Vasquez, Johnny                                   | Basketball Asst. (walk-on/returning)      | CHS         |
| 8.          | Warfield II, Derell W.                            | Basketball Asst. (walk-on/returning)      | CHS         |

| <u>II-C</u> | <u>Classified – Hourly</u> | <u>Position</u>            | <u>Site</u>          |
|-------------|----------------------------|----------------------------|----------------------|
| 1.          | Gordesky, Andrea M.        | Sub Nutrition Svcs. Wrkr.  | Nut. Svcs. (on call) |
| 2.          | Griffin, Diana M.          | Sub Child Dev. Inst. Asst. | San Sal. (on call)   |
| 3.          | Jimenez, Maria M.          | Sub Nutrition Svcs. Wrkr.  | Nut. Svcs. (on call) |
| 4.          | Salazar, Ronda C.          | Sub Nutrition Svcs. Wrkr.  | Nut. Svcs. (on call) |
| 5.          | Samford, Alice V.          | Sub Nutrition Svcs. Wrkr.  | Nut. Svcs. (on call) |
| 6.          | Williams, Carol A.         | Sub Nutrition Svcs. Wrkr.  | Nut. Svcs. (on call) |

| <u>II-D</u> | <u>Classified Substitute</u> | <u>Position</u> | <u>Site</u>   |
|-------------|------------------------------|-----------------|---------------|
| 1.          | Aguilar, Mirna               | Sub Noon Aide   | Grand Terrace |
| 2.          | Cabrera, Pamela              | Sub Noon Aide   | Birney        |

| <u>II-E</u> | <u>Classified – Short-Term –</u> | <u>Position</u> | <u>Site</u> |
|-------------|----------------------------------|-----------------|-------------|
|             | None                             |                 |             |

**RESIGNATIONS:**

| <b>RESIGNATIONS:</b> |                              |                    |             |                        |                  |  |
|----------------------|------------------------------|--------------------|-------------|------------------------|------------------|--|
|                      | <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.                   | Gomez, Absalom               | Custodian          | BMS         | 11/16/06               | 12/01/11         |  |
| 2.                   | Villarreal, Kristin          | Nut. Svcs. Wrkr. I | CMS         | 05/24/10               | 10/28/11         |  |

**EXHIBIT H, CONFERENCES:**

| <u>Employee</u>   | <u>Title</u> | <u>Site</u> | <u>Conference</u>                                   | <u>Date/Location</u>                  | <u>Funds</u>                |
|-------------------|--------------|-------------|---|---------------------------------------|-----------------------------|
| Elizabeth Elliott | Teacher      | SMHS        | <i>2012 CADA Conference</i>                         | February 29-March 3, 2012<br>Reno, NV | Title I fund:<br>\$1,723.59 |
| Debra Spencer     | Teacher      | CHS         | <i>Careers in Child Development &amp; Education</i> | March 22-23, 2012<br>Sacramento, CA   | Perkins fund:<br>\$1,083.70 |

Date Approved: December 8, 2011

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Secretary

DRAFT



# FACILITIES

## project update

NOV  
2011



### CONSTRUCTION

NEW SCHOOLS

PROJECT #11



**GRAND TERRACE HIGH SCHOOL**

TOTAL BUDGET: \$151 MILLION  
CONSTRUCTION: 84% COMPLETE (+3%)

PROJECT #27



**JOE BACA MIDDLE SCHOOL**

TOTAL BUDGET: \$49.1 MILLION  
CONSTRUCTION: 54% COMPLETE (+9%)

PROJECT #1E



**BLOOMINGTON HS MATH & SCIENCE BLDG**

TOTAL BUDGET: \$15.1 MILLION  
CONSTRUCTION: COMPLETED OCT 2011  
DEDICATION: November 17, 2011

PROJECT #1F



**COLTON HS MATH & SCIENCE BLDG**

TOTAL BUDGET: \$18.6 MILLION  
CONSTRUCTION: 37% COMPLETE (+5%)

NEW CLASSROOMS



# EXHIBIT J: Facilities Update



## Grand Terrace High School at the Ray Abril Jr. Education Complex Progress Update as of 11-17-11





### Grand Terrace High School: Progress Update (11-17-11)




| PROGRESS PERCENT COMPLETE (%)                                  |           |           |  |
|--|-----------|-----------|--|
| INCREMENT 1 (Bid Packages 1-17)                                |           |           |  |
| BUILDING / AREA  | 10/20/11  | 11/17/11  |  |
| <b>Overall Project</b><br>(Based on 10/2011 approved payments) | <b>81</b> | <b>84</b> |  |
| Building "A"   | 72        | 78        |  |
| Building "B"   | 65        | 70        |  |
| Building "D"   | 88        | 91        |  |
| Building "E"   | 88        | 89        |  |
| Building "F"   | 79        | 84        |  |
| Building "G"   | 71        | 80        |  |
| Buildings "M"&"N"  | 72        | 83        |  |
| Site Work  | 69        | 73        |  |

### Grand Terrace High School: Progress Update (11-17-11)

**Building "A" (Cafeteria/Performing Arts Theater/Library) 78% complete:**




- Section 1 (Cafeteria and Scramble): T-bar ceiling grid installation in Scramble and Kitchen is almost complete; Installing kitchen equipment; Acoustical tile at Cafeteria hard lid ceiling in progress;
- Section 2 (Theater): Framing of suspended ceiling in Theater, Choir and Band Rooms is complete; Barreled ceiling at lobby is complete;
- Section 3 (Library): Fire sprinkler and HVAC trim is complete; Electrical finish is in progress; Ceramic tile at restrooms is in progress.

### Grand Terrace High School: Progress Update (11-17-11)

**Building "B" (Gymnasium) 70% complete:**




- Installation of basketball equipment is almost complete; Metal roofing fascia is in progress;
- T-bar ceiling grid installation in classrooms and offices is complete;
- HVAC, fire alarm and electrical finishes are in progress at offices and classrooms; Fire sprinkler trim-out at ceilings is in progress;
- Ceramic tile and countertops at restrooms are complete; Installing plumbing finishes;
- Stucco at exterior soffits is complete.

### Grand Terrace High School: Progress Update (11-17-11)

**Building "D" (Classroom Building) 91% complete:**




- Start-up of HVAC units is complete and building has been energized and climatized;
- Installation of acoustic ceiling panels at classrooms is in progress;
- Stucco at exterior soffits is complete;
- Installation of metal handrails at stair towers is in progress;
- Fire extinguisher cabinets are being installed.

### Grand Terrace High School: Progress Update (11-17-11)

**Building "E" (Classroom Building) 89% complete:**

- Start-up of HVAC units is complete and building has been energized and climatized;
- Finish drywall at stair tower barreled ceilings is complete; Installing metal handrails at stairs;
- Installation of acoustic ceiling panels is in progress;
- Fire extinguisher cabinets are being installed;
- Painting of door frames is in progress;
- Stucco at exterior soffits is complete.

### Grand Terrace High School: Progress Update (11-17-11)

**Building "F" (Classroom Building) 84% complete:**

- Drywall repair at the science classrooms where the casework was deleted is complete; painting of these areas is also complete;
- Installation of 2<sup>nd</sup> floor countertops complete;
- Installation of teaching wall casework at science classrooms is in progress; Finish plumbing at the lab stations is scheduled to start;
- Installing remaining tackable wallboard;
- Fire extinguisher cabinets are being installed;
- Stucco at exterior soffits is complete.








### Grand Terrace High School: Progress Update (11-17-11)

**Building "G" (Administration Center and Classrooms) 80% complete:**

- Ceiling framing at the Administration area is in progress; Rough-in for electrical at hard lids is in progress; Drywall installation is in progress;
- Restroom toilet partition walls on 2<sup>nd</sup> floor are complete;
- Casework installation at 2<sup>nd</sup> floor is in progress; Tackable wallboard is complete;
- King Span exterior aluminum panels nearly complete at "G3" area;
- HVAC finishes on 1<sup>st</sup> floor is complete.






### Grand Terrace High School: Progress Update (11-17-11)

**Buildings "M" (Concessions) and "N" (Field Restrooms) 83% complete:**

- Stucco color coat at exterior soffits of Building "M" is complete;
- Building "N" is substantially complete, ready for punchlist work.





### Grand Terrace High School: Progress Update (11-17-11)

**Site Work (73% complete):**

- Concrete flatwork is in progress throughout the site; Handrail installation at handicap ramps is in progress;
- Asphalt paving at Basketball Courts and West section of Staff Parking Lot is complete;
- Installing base for asphalt paving north of Buildings "D", "E", and "F";
- Finish grading at Amphitheater and north of Building "G" is complete; Setting forms for concrete pours.








### Grand Terrace High School: Progress Update (11-17-11)

**Building "C" (Student Services) 44% complete:**

- Completed rough-in of Mechanical / Electrical / Plumbing at walls and ceilings;
- Installation of flashings and roof hatches is complete;
- Miscellaneous metal framing is in progress;
- Setting mechanical frames on roof.

### Grand Terrace High School: Progress Update (11-17-11)

**Building "H" (Pool / Pool Building) 35% complete:**

- CMU block walls (3<sup>rd</sup> lift up to 12 feet) is in progress at the pool building;
- Pool has been excavated.





### Grand Terrace High School: Progress Update (11-17-11)

Buildings "J" & "K" (Football Concessions/Restrooms) 49% complete:

- Building "J": Preparing to start 5<sup>th</sup> (final) lift of CMU block to full height;
- Building "K": CMU block walls are complete (full height); Setting structural steel roof beams.



### Grand Terrace High School: Progress Update (11-17-11)

Building "L" (Football Grandstand/Locker/Team Room) 30% complete:

- Installing first lift of CMU block at the center section;
- Backfilling on the east side of the building;
- Installing sand and vapor barrier for slabs on the south portion of the building;
- North portion of building backfilled and ready for sand and vapor barrier for slabs.



### Grand Terrace High School: Progress Update (11-17-11)

Site Work (17% complete):

- Tennis court fencing posts are being installed;
- Rebar for retaining wall footing is being installed;
- First lifts (up to 4 feet) for CMU walls at east and west ticket booths near Buildings "J" and "K" are complete.



### Grand Terrace High School: Progress Update (11-17-11)

#### QUESTIONS?





**BOARD AGENDA**

**REGULAR MEETING  
December 8, 2011**

**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: \$18,443.81

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

**FIELD TRIPS: Regular Meeting December 8, 2011**

| <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> |
|---------------|--------------------------|---------------|---------------|--|--|--------------|--|-------------|----------------|------------------------|
| District-wide | 4/30/12 to 5/1/12 (M/T)  | 6 am          | 10 pm         | California Science Center Los Angeles, CA (Parents providing transportation) | <i>California Science Fair</i><br>Students will compete in science and engineering events.   | 6-12         | Daniel Morse (6) + 5 parent chaperones   | \$2,243.81  | Discretionary  | Strategy #1            |
| Terrace View  | 5/21/12 to 5/22/12 (M/T) | 3:45 pm       | 2:45 pm       | Riley's Farm Oak Glen, CA (District transportation)                          | <i>The Revolutionary War Overnight Adventure</i><br>Students will take part in a living history exploration of the American Revolutionary War, cultural workshops and mock battle scenarios. | 5            | Dawn Plumb<br>Denise Green<br>Pat Butler<br>Kelly Gordon (120) + 7 parent chaperones | \$16,200.00 | ASB            | Strategy #1            |

## BOARD AGENDA

REGULAR MEETING  
December 8, 2011

CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Consultants for Assembly Presentations

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$861.64

**RECOMMENDATION:** That the Board approve the consultant for assembly presentations as listed and expend the appropriate funds.

**ASSEMBLIES/PROGRAMS: Regular Meeting December 8, 2011**

| Site          | Date     | Time                      | Program/Purpose   | Location      | Consultant(s)   | Cost     | Funds     | Strategic Plan* |
|---------------|----------|---------------------------|---|---------------|---|----------|-----------|-----------------|
| Grand Terrace | 12/12/11 | 9:30 am<br>10:15 am       | <i>Anti-Bullying Presentation</i><br>Slover Mt. High School students will present strategies on anti-bullying and dealing with bullying.  | Grand Terrace | Slover Mt. High School<br>Colton, CA                      | No cost  | No cost   | Strategy #1     |
| Cooley Ranch  | 2/1/12   | 8:30 am<br>to<br>9:30 am  | <i>All About Bugs</i><br>Third grade students will study the life-cycle of insects and their habitats. The activity will reinforce the 3 <sup>rd</sup> grade California Science Standards.  | Cooley Ranch  | San Bernardino County<br>Museum<br>Redlands, CA           | \$131.66 | Donations | Strategy #1     |
| Cooley Ranch  | 2/7/12   | 8:30 am<br>to<br>10:30 am | <i>StarLab Planetarium</i><br>Third grade students will study the galaxies, stars, planets and moons. The activity will reinforce the 3 <sup>rd</sup> grade California Science Standards.   | Cooley Ranch  | San Bernardino County<br>Museum<br>Redlands, CA           | \$266.66 | Donations | Strategy #1     |
| Cooley Ranch  | 3/1/12   | 8:30 am<br>to<br>11:30 am | <i>Journey into Serrano Culture</i><br>Third grade students will learn about the traditional Serrano culture and history. The activity will reinforce the California Social Science Standards.  | Cooley Ranch  | San Bernardino County<br>Museum<br>Redlands, CA           | \$331.66 | Donations | Strategy #1     |
| Cooley Ranch  | 3/7/12   | 8:30 am<br>to<br>9:30 am  | <i>Sea Life</i><br>Third grade students will study ocean life, plants, animals and adaptations to the environment through hands on specimens. The activity will reinforce the California Science Standard.  | Cooley Ranch  | San Bernardino County<br>Museum<br>Redlands, CA           | \$131.66 | Donations | Strategy #1     |
| Birney        | 3/15/12  | 8:45 am<br>to<br>9:45 am  | <i>The Mobile Dairy Classroom</i><br>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. | Birney        | The National Dairy<br>Council of California<br>Irvine, CA | No cost  | No cost   | 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  
December 8, 2011**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Consultant for Staff Development

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** General fund expenditure: \$2,000.00

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

**CONSULTANTS: Regular Meeting: December 8, 2011**

| Site          | Date(s)  | Time                      | Program/Purpose   | Location      | Consultant(s)                     | Cost    | Funds     | Strategic Plan*      |
|---------------|--|---------------------------|---|---------------|-----------------------------------|---------|-----------|----------------------|
| Grand Terrace | January 26,<br>February 2,<br>9, 16, 23,<br>March 1,<br>2012<br>(Six days) | 9:20 am<br>to<br>11:20 am | To provide English and Spanish speaking parents with strategies that will enable them to address the educational needs of their children. | Grand Terrace | Learning is MAGIC<br>Glendale, CA | \$2,000 | Title III | Strategy<br>#2<br>#5 |

\*Strategy #1: Communication      Strategy #2: Curriculum      Strategy #5: College, Career

# Colton Joint Unified School District



## Consultant Request Proposal

**School:** Grand Terrace Elementary  
**Approval Date:** December 8, 2011  
**Name of Consultant:** Learning is M.A.G.I.C.  
**Billing Address:** 1141 N. Columbus Avenue, Suite #207  
Glendale, CA 91202  
**Contact Number:** (818) 549-9101  
**Email address:** tonyom@att.net

- M Making an example
- A Asking questions
- G Giving unconditionally
- I Involving yourself
- C Communicating your love each day

### Consultant Qualifications and Background:

With a combined 45 years of teaching, Tonyo Melendez & Ruben Padilla have vast experience and unique ways of capturing attention and engaging students and parents. Parenting is M.A.G.I.C. is based on principles utilized to great effect in their popular Learning is M.A.G.I.C. program. As parents themselves, they know firsthand the challenges of keeping children trouble-free.

### List Districts serviced and accompanying API Scores for 3 years:

|                      | <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> |
|----------------------|----------------|----------------|----------------|
| Colton Joint Unified | 673            | 701            | 710            |
| Los Angeles Unified  | 683            | 694            | 709            |
| Rialto Unified       | 680            | 713            | 732            |

### Purpose:

Grand Terrace Elementary is committed to increasing student achievement school-wide. Our parents of ELs have indicated, through conversations and surveys, the need and interest in learning positive and creative ways to help their children be successful in school. This consultant meets the goals for parent involvement in the SPSA.

### Needs:

This year, our EL subgroup made tremendous growth, a 79 point increase in API. In an effort to close the achievement gap between our school-wide API and EL subgroup's API, the need to provide workshops for the parents of our ELs has risen.

### Strategies:

Through this workshop, our parents will learn essential strategies on how to motivate, communicate with, and help their children. Parents will not only learn to help their children develop their self-esteem, but they will also be able to see an improvement in their child's attendance, academics, and behavior.

### Evaluation and Monitoring:

Parent participation will be logged and data of their child will be analyzed. Administration will evaluate program's effectiveness through parent feedback and attendance, as well as by analyzing student data, such as: attendance, CSTs, weekly checkpoints, Theme Skills and Summative results, behavior, and overall attitude towards school.

### Budget:

\$2,000 – Total cost to be paid from Title III funding.



## BOARD AGENDA

### REGULAR MEETING CONSENT ITEM

December 8, 2011

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Bloomington High School 2012 Winter Formal  
(January 21, 2012)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy # 1 – Communication  
Strategy # 6 – Character
- BACKGROUND:** The Polynesian Club and AVID committee in charge of making arrangements for this year's Winter Formal has investigated several sites and has selected Castle Park in Riverside, CA. The date selected is Saturday, January 21, 2012 from 7 p.m. to 11 pm. The estimated attendance will be 350 students. Cost will be approximately \$35 per person, including pizza buffet, park attractions and dance. There will be 10-15 chaperones from the BHS staff. Students will provide their own transportation, and district transportation will be provided upon request. (Board Policy #8265)
- BUDGET  
IMPLICATIONS:** No Impact to the General Fund.
- RECOMMENDATION:** That the Board approve the Bloomington High School 2012 Winter Formal at Castle Park in Riverside, CA on Saturday, January 21, 2012.



**BOARD AGENDA**

**REGULAR MEETING  
December 8, 2011**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of the Memorandum of Understanding and Partnership with Rio Hondo Education Consortium *d.b.a.* Learning, Enrichment, Academic Resources Network (LEARN) at Grand Terrace High School and Slover Mountain High School (July 1, 2012-June 30, 2017)

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #2 – Curriculum  
Strategy #5--College/Career  
Strategy #6--Character

**BACKGROUND:** LEARN is a non-profit educational agency working to seek out and provide resources for underserved students and families. The grant will provide students with an array of services, programs, and activities before and after school that are designed to reinforce and compliment the regular academic program of participating students.

**BUDGET  
IMPLICATIONS:** No impact to the General Fund.

**RECOMMENDATION:** That the Board approve the memorandum of understanding and partnership with Rio Hondo Education Consortium *d.b.a.* Learning, Enrichment & Academic Resources Network (LEARN) at Grand Terrace High School and Slover Mountain High School (July 1, 2012-June 30, 2017).

# Memorandum of Understanding

**This Agreement** is entered into as of July 1, 2012, between the Rio Hondo Education Consortium (RHEC) d.b.a. L.E.A.R.N. (Learning, Enrichment & Academic Resource Network) and the Colton Joint Unified School District (CJUSD) to fulfill the partnership requirements as mentioned below.

The intent of this agreement is to establish a formal working relationship and set forth the respective partnership roles and responsibilities of RHEC and CJUSD, which will govern this important partnership.

## 1. RESPONSIBILITIES OF RIO HONDO EDUCATION CONSORTIUM:

### Provide:

- Design, oversight, management and implementation of programming for ASSETs-funded after school programs at partner schools, in accordance with program guidelines and grant assurances, as administered through the California Department of Education (CDE).
- Oversight, monitoring and quarterly reporting to CDE, in accordance to grant program requirements, of direct cost funds and matching funds.
- Submission of semiannual attendance reports and annual evaluation reports to both CDE and United States Department of Education (USDOE).
- Management of all recruitment, screening, hiring, training and placement of all after-school program staff at partner schools within CJUSD deemed eligible for program funding.
- Act as the fiscal agent for all grant funding received.

## 2. RESPONSIBILITIES OF DISTRICT:

### Provide:

- Administrative and faculty liaisons at each school site and at the district to assist with the planning, implementation, and evaluation of the grant.
- Suitable school facilities for after-school program staff to accommodate a 10:1 student to staff ratio for academic assistance and enrichment activities.
- Suitable recreation space to accommodate a minimum of 125 students in the program.
- Student textbooks for staff to assist students with academics and homework.
- Student academic achievement and school day attendance data for all students enrolled at the partner high schools during the operation of the ASSETs grant, as well as other data elements necessary for annual evaluation reports to CDE or USDOE.

## TERMS

- This agreement is in effect from July 1, 2012 until June 30, 2017
- This agreement may be adjusted to meet the needs of one or both parties when alterations are made in writing and approved by both parties with ninety (90) day written notice

The **PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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Colton Joint Unified School District

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Rio Hondo Education Consortium



## BOARD AGENDA

REGULAR MEETING  
December 8, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Adoption of Resolution No. 12-24, *Approval of Request for Emergency Closure for State Preschool, Submitted to the California Department of Education, Child Development Division, for Reimbursement of Funds for Days of Operation or Days of Attendance Due to the Emergency Closure of San Salvador State Preschool (October 18, 2011)*
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The State Preschool program at San Salvador Preschool was closed on October 18, 2011 due to a train derailment with a possible hazardous material leak. Per California Department of Education Management Bulletin 10-09, Child Development Division, a board resolution is required to approve the written request for reimbursement for lost days of student attendance and reduced days of operation.
- BUDGET IMPLICATIONS:** Upon approval of the request, the District's Child Development program ADA funding will be maintained at the level that otherwise would have been received if the derailed train and the possibility of a hazardous material leak had not occurred.
- RECOMMENDATION:** That the Board adopt the Resolution No. 12-24 *Approval of Request for Emergency Closure for State Preschool*, submitted to the California Department of Education, Child Development Division, for reimbursement of funds for days of operation or days of attendance due to the emergency closure of San Salvador State Preschool on October 18, 2011.
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the board adopted the above recommendation as presented.

Colton Joint Unified School District

**Approval of Request for Emergency  
Closure for State Preschool**

Resolution No. 12-19

**WHEREAS** the Colton Joint Unified School District recognizes that in order to succeed in our educational system, preschool students have to be academically and socially prepared for entrance into kindergarten; and

**WHEREAS** the Board of Education embraces the Colton Joint Unified School District Child Development Programs as a way to promote school readiness and support student achievement; and

**WHEREAS** the District state preschool programs (CSPP 1427 & CCTR-1229) are required to operate at 241 days per year, and are required to obtain board resolution for any request to CDE for credit for days of operation and /or days of attendance due to emergency closure; and

**WHEREAS** Tuesday, October 18, 2011 the Wilson elementary school was forced to close due to a train derailment with a possible hazardous material leak, thus requiring the state preschool program to also close since this presented a health issue for students;

**THEREFORE BE IT RESOLVED** that the Board of Education approve, by resolution the written request to the California Department of Education for Colton Joint Unified School District State Preschool Program to receive credit for days of operation and/or days of attendance due to emergency closure.



**DULY ADOPTED** by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of \_\_\_ ayes, \_\_\_ noes, and \_\_\_ absent, and signed by the President and attested by the Secretary this 17<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Patricia Haro, President, Board of Education

Attest:

\_\_\_\_\_  
Jerry Almendarez, Secretary, Board of Education

## BOARD AGENDA

REGULAR MEETING  
December 8, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Approval of Affiliation Agreement Between the Colton Joint Unified School District and Loma Linda School of Dentistry to Provide Services to Reche Canyon Elementary Students (2011-12)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy # 1 – Communication  
Strategy # 2 – Character
- BACKGROUND:** The Loma Linda University School of Dentistry has offered free dentistry services for approximately 200 Reche Canyon Elementary students. Services include teeth cleaning, fluoride treatments, visual dental exams, home care instructions, toothbrush kits and an exam report for parents. All students receiving such services will be required to have a parental consent on file.
- The District is responsible for the transportation of the students to Loma Linda School of Dentistry. The transportation charges to Loma Linda University are \$100 per trip and will be funded by donations.
- BUDGET IMPLICATIONS:** No Impact to the General Fund.
- RECOMMENDATION:** That the Board approve the Affiliation Agreement Between the Colton Joint Unified School District and Loma Linda School of Dentistry to provide dentistry services to Reche Canyon Elementary students. (2011-12).



LOMA LINDA  
UNIVERSITY

**AFFILIATION AGREEMENT**  
**BETWEEN**  
**COLTON JOINT UNIFIED SCHOOL DISTRICT**  
**AND**  
**LOMA LINDA UNIVERSITY SCHOOL OF DENTISTRY**

THIS AGREEMENT is entered into **January 2012**, by and between  
**COLTON JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as  
“**CJUSD**,” and **LOMA LINDA UNIVERSITY**, on behalf of its **SCHOOL OF**  
**DENTISTRY** hereinafter referred to as **UNIVERSITY**.

WITNESSETH:

WHEREAS, the University has a School of Dentistry qualified and experienced to perform dentistry services, and

WHEREAS, CJUSD has need for such services for its pupils,

NOW, THEREFORE, in consideration of the promises and the agreements hereinafter contained, it is mutually agreed by and between the parties hereto as follows:

1. Subject to the terms and conditions of the Agreement, the University shall provide the following services for pupils of CJUSD on a group basis:

- Teeth Cleaning
- Topical Fluoride Treatment
- Visual Dental Exam
- Home Care Instruction
- Toothbrush Kit
- Exam Report for Parent

2. Appointments to be scheduled weekly for approximately 8 weeks, beginning January 13, 2012, on Friday mornings between 9 a.m. and 12:30 p.m.
3. There will be no fee for this service.
4. CJUSD shall provide transportation of the pupils to the University.
5. CJUSD will obtain from pupils' parents a Consent to Treatment form and a Medical History, using the standard form provided by the University.
7. A strict code of confidentiality is to be maintained. All information obtained from pupils' records is held in confidence.
8. The right is reserved to either party to ask to have included in the program any additional factors which it may deem necessary. Both parties hereby agree to give reasonable consideration to such requests.
9. Either party may terminate this Affiliation Agreement upon written notice.
10. Hold Harmless. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney fees for the defense thereof, resulting from the performance of any act or deed under or pursuant to the terms and provisions of this agreement by such indemnifying party, or its officers, agents, servants and employees, but only in proportion to and to the extent such liability, claims, demands, debts, suits, actions, causes of action, or attorney fees are caused by or result from the negligent or intentional acts or omissions of either party.
11. In accordance with Title VI of the Civil Rights Act of 1964, no person shall on the grounds of race, sex, color, or national origin be excluded from participation in, be denied the benefits, of, or be subject to discrimination under any program or activities included herein.

**COLTON JOINT UNIFIED  
SCHOOL DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**LOMA LINDA UNIVERSITY**

By: \_\_\_\_\_

Kristi B. Wilkins, MA, RDH  
Chair, Dental Hygiene

Date: \_\_\_\_\_

By: \_\_\_\_\_

Charles J. Goodacre, DDS, MSD  
Dean, School of Dentistry

Date: \_\_\_\_\_

By: \_\_\_\_\_

Kevin J. Lang, MBA  
Chief Financial Officer  
Loma Linda University

Date: \_\_\_\_\_

**BOARD AGENDA**

**REGULAR MEETING  
December 8, 2011**

**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  
December 8, 2011**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** **Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4256.3**

**GOAL:** School Safety & Attendance

**STRATEGIC PLAN:** Strategic Parameter #7 – Fiscal Responsibility

**BACKGROUND:** In accordance with Board Policy #4256.3, reimbursement for vehicle damage shall be limited to payment of the deductible amount of the employee's insurance policy, not to exceed one hundred dollars (\$100), for damages resulting from malicious acts while the vehicle is parked or driven on Colton Joint Unified School District premises.

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$100.00

**RECOMMENDATION:** That the Board approve reimbursement for damage to employee vehicle as presented.

| EMPLOYEE (EIN) | LOCATION                 | DATE/TIME                                       | DETAIL/INCIDENT                      | RPR. EST. | INS. DED. | POLICE REPORT |
|----------------|--------------------------|---|--------------------------------------|-----------|-----------|---------------|
| EIN # 6113     | Pupil Personnel Services | November 10, 2011<br>(Approximately 10:00 a.m.) | Passenger side window was shattered. | \$147.00  | \$500.00  | #031104404    |

**BOARD AGENDA**

**REGULAR MEETING  
December 8, 2011**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Parent and/or Booster Clubs and Organizations (2011-12)

**GOAL:** Student Performance / Community Relations & Parent Involvement

**STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #6 – Character

**BACKGROUND:** In accordance with Board Policy 1230 any person or group desiring to raise money to benefit a student or students at one or more schools within the district shall request authorization to so operate in accordance with Education Code 51521, by making application to the Governing Board.

The following Parent and/or Booster Club and Organization have submitted an application:

Colton High School – Colton High School Football Booster Club

**BUDGET IMPLICATIONS:** No impact to the General Fund.

**RECOMMENDATION:** That the Board approve Parent and/or Booster Clubs and Organizations (2011-12).

ATTACHMENT I

Nov 15, 2011  
Date

(B.P. #3190)  
Colton High School  
School

PARENT AND/OR BOOSTER CLUB/ORGANIZATION APPLICATION FOR AUTHORIZATION

FOR SCHOOL YEAR - 2011-

1. Name of Parent and/or Booster Club/Organization: Colton High School Football Boosters

2. Qualifications/quotas for membership: see attached bylaws

3. Names, home addresses and phone number of all officers:  
(List President, Vice President, Secretary, Treasurer, etc.)

Sherri Villanueva, President, [redacted]  
Eileen Garza, Vice President, [redacted]  
Arlene <sup>Rias</sup> Secretary, [redacted]  
David McEachern, TREAS. [redacted]

4. Briefly describe the purpose of your Parent and/or Booster Club/ Organization:  
(You may attach your constitution and/or bylaws)

See  
Bylaws attached

5. What are your specific annual objectives? Briefly itemize estimated amount of money to be raised.

Fireworks booth - \$10,000 programs - \$250  
Snack bar/Vendors - \$6,000 merchandise - \$2000

6. Federal and State Tax exempt number.

[redacted]

7. Proof of Liability Insurance attached.

8. Statement of indemnification and reimbursement to the District for property tax assessment.

Adopted 11/17/94

ATTACHMENT II

(B.P. #3190)  
(Page 1 of 2)

PARENT AND/OR BOOSTER CLUB/ORGANIZATION DONATION PROCEDURES

Purchasing Supplies

When a Parent and/or Booster Club/Organization desires to give a department a sum of money to be used for supplies, the department chair or teacher who is designated to spend the funds should purchase the supplies through the regular purchase order system or open order system of the District, with the approval of the principal. The purchase should be charged to a school account code and then marked boldly on the purchase requisition:

TO BE PAID BY: Colton High Football Booster  
c/o Football President or Treasurer  
Sherrri Villanueva or David McEachern

The purchase will be charged to the school account code on the requisition at the time of payment. The District office will bill the Parent and/or Booster Club/Organization and when the funds are received the charge will be repaid.

Purchasing Equipment

When a Parent and/or Booster Club/Organization desires to donate equipment to a school, the preferred method for the purchase would be the same as purchasing supplies. A purchase requisition should be completed, approved by the principal and charged to a school account code and sent to the District office. The requisition should be marked boldly:

TO BE PAID BY: Colton High School Football Boosters  
c/o Football President or Treasurer  
Sherrri Villanueva or David McEachern

The purchase will be charged to the school account code on the requisition at the time of payment. The District office will bill the Parent and/or Booster Club/Organization and when the funds are received the charge will be repaid.

The Parent and/or Booster Club/Organization has the option of designating certain items to be purchased from certain vendors and the District will work with the Parent and/or Booster Club/Organization so long as the purchase does not exceed the District's bid limit of \$21,000.

The only time a Parent and/or Booster Club/Organization can purchase equipment outright and donate it to a school is when the principal approves the purchase first. The equipment then must be accepted by the Governing Board at a regular Board meeting as a donation to the District.

Payment of Salaries

Stipends/Salaries - Parent and/or Booster Club/Organization may not pay any employee of the District an additional stipend without prior approval of the Colton Joint Unified School District - Personnel office.

Adopted 11/17/94

Policy to be replaced by adoption of BP 1230

**BUSINESS**

**3000**

ATTACHMENT II

(B.P. #3190)

(Page 2 of 2)

Transportation

The Parent and/or Booster Club/Organization may donate funds to the District for payment of transportation of students to events. A Field Trip request form must be completed and sent to the District Transportation Department. The request form must be marked boldly:

**TO BE PAID BY:**

Colton High School Football Boosters  
c/o Football President or Treasurer  
Sherr Villanueva or David McEachern

If funds are not received, the principal's account will be charged.

# **Colton High School Football Booster Club By-Laws**

## **Article I. NAME**

The name of this organization shall be the Colton High School Football Booster Club (referred to as "Booster Club").

## **Article II. PURPOSE**

This organization shall operate as a 501(c) (3) nonprofit organization exclusively for the support of the Colton High School ("CHS") football program. Accordingly, the Booster Club will strive to:

1. Stimulate and sustain an enthusiastic interest among parents, football players, the CHS student body, and members of the community in the CHS football program.
2. Lend all possible support, financial and nonfinancial, to the activities of the CHS football program within guidelines specified by the Colton Joint Unified School District ("CJUSD") Board of Education, the CHS administration, the CHS Athletic Director, the CHS football coaching staff and California Interscholastic League ("CIF") guidelines and regulations.
3. Participate (in cooperation with the CHS Athletic Director, CHS Head Football Coach for his designated coaching staff member(s) in activities designed or conducted to promote the CHS football program.

## **Article III. MEMBERSHIP**

Membership in the Booster Club is open to any person, over the age of 18, or organization interested in the CHS football program. Annual membership levels and related dues will be determined annually by the Executive Board.

## **Article IV. MEETINGS**

The Executive Board will meet at least monthly during the school year and more frequently or during the summer as necessary. Executive Board meetings will be scheduled with at least seven (7) days advance notice. Executive Board meetings are closed to the general membership.

General membership meetings will be held periodically (at least monthly during the football season) to address upcoming events, any items of concern and to get an update from the Head Football Coach (or his designate) on the football Program. General membership meeting information – date, time, and location – will be announced through school telephone contact, notices to athletes, or email contact list.

All Booster Club members will be encouraged to attend and participate at these general meetings. Order of Business at all meetings shall be as follows:

Meeting called to order

Flag Salute

Board Member roll call

Reading and/or approval of minutes

Treasurer's report

Old Business

New Business

Nominations, election results (as necessary)

Board recommendations

Adjournment

At least twenty-four (24) hours advance notice, in writing, must be given to the President in order to have an item of business or an announcement placed on the Executive Board or general membership meeting agenda.

#### **Article V. OFFICERS AND ELECTIONS**

This organization shall be governed by an Executive Board of Directors composed of elected officers. The CHS Principal shall be informed of all board-approved decisions through the coaching staff or Athletic Director. The elected officers of this organization shall be as follows:

1. President
2. Vice President
3. Secretary
4. Treasurer

Nominees for Executive Board positions are elected for one year terms. Nominations will take place at the January general membership meeting, and new officers will be announced in February. If necessary, there will be a joint Executive Board meeting between all new and outgoing officers within 10 days of the election. New officers will begin their term on March 1.



The President shall appoint and approve chairpersons of committees as he/she deems necessary. All said chairpersons will govern each committee with the assistance of at least one Executive Board member.

In the event of a resignation or vacancy in the office of the President, the Vice President will assume the Presidency. Any other office vacancy or resignation will be filled, by nomination of the President, and the approval of the Executive Board.

A serving elected officer may be removed from office for cause, including willful neglect of duty and either of the following:

- a majority vote of members in attendance at a called membership meeting with notice of the vote.
- a two-thirds vote of members in attendance at a called membership meeting with no notice of the vote.

#### **Article VI. DUTIES OF THE OFFICERS**

**President:** The President shall preside at all meetings of the Booster Club and Executive Board of Directors. He/She shall vote only in the case of a tie. The President provides direction relating to all Booster Club activities and appoints committees and committee chairpersons as necessary, filling all vacancies that occur during the Booster Club year. He/She shall supervise all activities of the Booster Club, including determining the meeting schedule and calling emergency meetings if necessary. The President is responsible for communicating and relaying information to the Head Coach, Athletic Director, and Principal.

**Vice President:** The Vice President shall preside at meetings in which the President cannot attend. The Vice President shall assist the President in any Booster Club related activity. He/She is responsible for communicating and relaying information to the Head Coach, Athletic Director, and Principal in the absence of the President. He/She shall organize, recruit, and maintain lists of volunteers to serve on committees.

**Secretary:** The Secretary shall record the minutes of business of all meetings of the Booster Club, both Executive Board and general membership. True and correct minutes shall be provided to each member and/or other persons at their request. The Secretary shall issue notices of meetings and agendas and maintain records of the Booster Club. He/She shall keep a register of the contact information of each Executive Board Member and members of the Booster Club.

**Treasurer:** The Treasurer shall be custodian of the Booster Club funds and assets. He/She will be empowered to co-sign checks and make necessary disbursements of funds approved by the Executive Board. He/She will receive all dues, fees and monies for the Booster Club. He/She will keep a record of receipts and expenditures render a statement of account at each meeting and make them available to

the Executive Board. He/She will ensure that financial information including fundraising summaries and any information needed for federal, state, or local taxes shall be provided.

#### **Article VII. FINANCES**

The President and Treasurer will prepare a preliminary budget based on results from the prior year, input from various directors and standing committees and considering adjustments for known events or economic conditions. In addition the President will meet with the Head Coach and Athletic Director, to solicit their input on key needs of the program for the upcoming year.

After the consultations with the Head Coach and Athletic Director, the President (with support from the Treasurer) will submit a final budget to the Executive Board for approval at the first Executive Board meeting in the month of May. A majority vote of the Executive Board is required to approve the final budget.

The budget will include an allocation of funds to execute the Booster Club activities and fund specific requests presented by the Athletic Director and/or Head Coach to the extent possible. Any funds provided to support or enhance the CHS football program will be provided exclusively in accordance with rules and guidelines set forth by the CJUSD, CHS administration and the CIF.

If any money remains in the Booster Club account at the year-end, said money shall be carried over to the next year for use by the new board. In the event that the Booster Club should disband, all remaining funds shall be deposited into the Colton High School ASB account, solely designated for the CHS Football Program.

#### **Article VIII. AMENDMENTS**

These bylaws may be amended by a two-thirds majority vote of the Executive Board. All proposed amendments must be distributed and discussed at the Executive Board meeting prior to the meeting at which an approval vote is conducted.



Excess and Surplus Lines Division  
 TAPCO Insurance Services  
 3060 S. Church Street  
 P.O. Box 286  
 Burlington, NC 27216-0286

Phone: (866) 682-7726  
 Fax: (336) 586-0086  
 Email: nea@gotapco.com  
 Tapco CA License #: 0G63253

3/31/2011

To: TODD ERIC HAGEY  
 From: Megan Rountree  
 Extension 336  
 mroundree@gotapco.com

Quote ID: **GGIYD**

Applicant: Colton High School Football Booster Club

We are pleased to offer the following quote through: Nautilus Insurance Company

**General Liability:**

- \$ 2,000,000 General Aggregate
- \$ Included Products/Completed Operations Aggregate
- \$ 1,000,000 Personal Injury/Advertising Injury
- \$ 1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Premises Rented to You
- \$ 5,000 Medical Payments
- \$ \*\*500 BI/PD Deductible Per Claimant \*\*

41669 - Clubs civic, service or social no buildings or premises owned or leased Other than Not- For-Profit  
 Units 4

\* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Exclusion - Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2007. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

---

**This Premium is 25% Earned**

**The Term quoted is: Twelve Months**

|               |                 |
|---------------|-----------------|
| Base Premium: | \$500.00        |
| Policy Fee:   | \$100.00        |
| Tax:          | <u>\$19.50</u>  |
| Total:        | <u>\$619.50</u> |

Please call our office to bind coverage. Coverage can be bound only when a TAPCO Binder Number has been assigned by a Company Underwriter at TAPCO.

**TAPCO accepts Visa, MasterCard, and electronic (ACH) checks.**

**For your convenience, a Prime Rate Premium Finance agreement has been attached. Please contact Prime Rate (800-777-7458) or see the web site address located in the upper left hand corner of the agreement if you have any questions.**

***Please review the quotation carefully as terms and conditions of coverage quoted may differ from those requested.***

***Quote valid for 30 days.***



**Account(s):** GGIYD

**Payment Info:**

Colton High School Football Booster Club



**Customer Info:**

Colton High School Football Booster Club

**Broker Number/Name:** 3800001

Northeast Agencies, Inc

| Date/Time         | Invoice Number | Amount   | Authorization |
|-------------------|----------------|----------|---------------|
| 4/18/2011 3:18 PM | TE0000186064   | \$619.50 | 012183        |

APPROVAL 012183

Accepted By: Angela Reitzel

Extension: 357

Colton Football High Football Booster Club

Bank of America

395 N LaCadena Dr

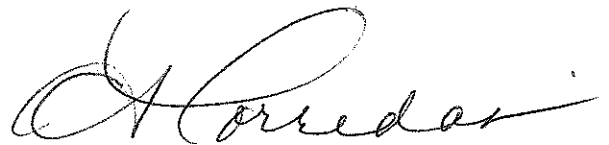
Colton, Ca 92324

Bank Signers-

Sherri Villanueva - President

David McEarchern -Treasurer

Site Administrator supporting request for authorization -

A handwritten signature in cursive script, appearing to read "A. Orredan". The signature is written in black ink and is positioned to the right of the text "Site Administrator supporting request for authorization -".

The Colton High School Football Booster Board gives the Colton Joint Unified School District the right to audit the Boosters financial records either themselves or by private certified public accountant any time they deem necessary.

A handwritten signature in black ink that reads "Sherri Villanueva". The signature is written in a cursive style with a large initial 'S'.

**Sherri Villanueva, Booster President**





# BOARD AGENDA

REGULAR MEETING  
December 8, 2011

## 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. Gautschi, Robyn | Elementary Teacher ( <i>temp</i> ) | Smith        |
| 2. Miller, Sarah   | English Teacher ( <i>temp</i> )    | ROHMS        |
| 3. Pereyra, Rena   | Elementary Teacher ( <i>temp</i> ) | Rogers       |
| 4. Schwab, Ariel   | Elementary Teacher ( <i>temp</i> ) | Cooley Ranch |

#### **I-B Certificated – Activity/Coaching Assignments** ~ None

#### **I-C Certificated – Hourly** ~ None

#### **I-D Certificated – Substitute Teachers**

1. Blair, Gary
2. Overmyer, Terry

#### **I-E Certificated Management** ~ None

#### **II-A Classified – Regular Staff**

- |                         |                         |      |
|-------------------------|-------------------------|------|
| 1. Bueno Lara, Patricia | Health Assistant        | THMS |
| 2. Lee, Valerie R.      | Nutrition Svcs. Wrkr. I | CHS  |
| 3. Pena, Kristine M.    | Nutrition Svcs. Wrkr. I | CHS  |
| 4. Salazar, Ronda C.    | Nutrition Svcs. Wrkr. I | BMS  |

#### **II-B Classified – Activity/Coaching Assignments**

- |                    |   |     |
|--------------------|---|-----|
| 1. Chung, Dale A.  | HD Frosh/Soph Basketball ( <i>walk-on</i> ) | BHS |
| 2. Pacheco, Arturo | Band Assistant ( <i>walk-on/returning</i> ) | BHS |

#### **II-C Classified – Hourly**

- |                            |                            |                             |
|----------------------------|----------------------------|-----------------------------|
| 1. Alarcon, Linda          | Sub Child Dev. Teacher     | San Sal. ( <i>on call</i> ) |
| 2. Avalos, Kristen A.      | Sub Child Dev. Inst. Asst. | San Sal. ( <i>on call</i> ) |
| 3. Conboy, Olivia B.       | AVID Tutor                 | CHS                         |
| 4. Gaitan-Alvarez, Ana K.  | Sub Child Dev. Inst. Asst. | San Sal. ( <i>on call</i> ) |
| 5. Jackson, Kena R.        | Sub Child Dev. Inst. Asst. | San Sal. ( <i>on call</i> ) |
| 6. Macias, Dolores         | Sub Child Dev. Inst. Asst. | San Sal. ( <i>on call</i> ) |
| 7. Navarro, Angela         | Sub Child Dev. Inst. Asst. | San Sal. ( <i>on call</i> ) |
| 8. Nunez, Stephanie I.     | Sub Child Dev. Inst. Asst. | San Sal. ( <i>on call</i> ) |
| 9. Parthemore, Jennifer A. | Sub Child Dev. Inst. Asst. | San Sal. ( <i>on call</i> ) |
| 10. Ramirez, Patricia P.   | Sub Child Dev. Inst. Asst. | San Sal. ( <i>on call</i> ) |
| 11. Santellano, Daisy      | Sub Child Dev. Inst. Asst. | San Sal. ( <i>on call</i> ) |

#### **II-D Classified – Substitute**

- |                     |               |                |
|---------------------|---------------|----------------|
| 1. Rivera, Marcella | Sub Noon Aide | Sycamore Hills |
|---------------------|---------------|----------------|

# B-1

*Resignations:*

**I Certificated**

**Position**

**Site**

**Employment Date**

**Effective Date**

**II Classified**

I. Laird, Roxanne

Project Office Asst.

BMS

11/8/11

11/19/11

**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  
December 8, 2011

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Contract with Sunesys to Provide High Speed Fiber Optic Wide Area Network for Joe Baca Middle School and Grand Terrace High School (2012-2017)

**GOAL:** Facilities/Support Services  
Budget Planning

**STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #4 – Facilities

**BACKGROUND:** The District recommends that the Board approve the contract with Sunesys in order to connect Joe Baca Middle School and Grand Terrace High School to the existing district-wide high speed data network. Upon Board approval, Sunesys will install the fiber optic cabling connecting the two schools to the district offices, provide for phone services and internet access.

Sunesys has proposed a five year contract to provide these services with no up-front delivery costs. The annual cost is approximately \$7,500 and is fully E-Rate and California Teleconnect Fund (federal and state discounts) eligible.

Provisioning of the network can start as early as January 2012 and is projected to be completed in early May 2012.

**BUDGET IMPLICATIONS:** General Fund Expenditure: approximately \$7,500 annually (after E-Rate and California Teleconnect Fund discounts)

**RECOMMENDATION:** That the Board approve the contract with Sunesys for fiscal years 2012 through 2017.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved/the contract with Sunesys to Provide High Speed Fiber Optic Wide Area Network for All School and Support Sites.



**BOARD AGENDA**

**REGULAR MEETING  
December 8, 2011**

**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.

*All purchases on the attached grid are within their school site or department budget and are vital to daily operations.*

**BUDGET IMPLICATIONS:** General Fund 01 Expenditures: \$ 145,633.86  
Total Expenditures: \$ 145,633.86

**RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$ 145,633.86

**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>       |
|--------------|---|---------------------------|-----------------|-----------------------------------|---------------------|
| 021933       | Insight Investments LLC   | Tech. Supt./ I.T.         | 0000            | Revenue Limit – Unrestricted      | \$ 15,467.50        |
|              | <i>PO is for memory purchases which allow us to upgrade older machines to more recent operating systems and Office software. We will be able to extend the life of these machines by 2 to 2.5 years, thus reducing the need to spend money on replacing the systems. We're investing approximately 80 dollars per system to keep these machines in service. Purchase of a replacement system can run from \$500.00 to \$1,000.00, thus we believe this option will save us money in the long run.</i> |                           |                 |                                   |                     |
| 022017       | Poma Distributing Co. Inc.  | Gas & Diesel/Transp.      | 7230            | Transp. – Home to School          | \$60,000.00         |
|              | <i>Open purchase order for vehicle fuel through June 2012.</i>  |                           |                 |                                   |                     |
| 022027       | Lightspeed Technologies   | New Equip./ Rogers        | 3010            | NCLB: Title 1, Pt A Grnt Low Inc. | \$10,084.72         |
|              | <i>Red Cat amplification systems for teachers at Rogers to amplify their voice while teaching.</i>  |                           |                 |                                   |                     |
| 022029       | Empire Floor Machines   | New Equip./ M & O         | 8150            | RMA-Ongoing Major Maint.          | \$24,830.99         |
|              | <i>Purchase of four new floor machines (\$6,000 each). These modern style floor scrubbers are used to remove old wax from Vinyl Coated Tile, (VCT) and other hard surface flooring.</i>   |                           |                 |                                   |                     |
| 022041       | Advanced Compressor Svs.  | Cont. Outs. Rep./ Transp. | 7230            | Transp. – Home to School          | \$12,600.00         |
|              | <i>PO is to repair and/or upgrade our CNG fueling station with the following:</i><br>1) Upgrade and install Emergency Shutdown Devices (ESD) stations in case of an emergency<br>2) Adding vent lines to prevent natural gas from escaping into the atmosphere<br>3) Repairing bus fueling stations at their parking stalls<br>4) Re-tubing two CNG fill stations   |                           |                 |                                   |                     |
| 022043       | Spicer's Paper  | Inventory/ Purchasing     | 0000            | Revenue Limit- Unrestricted       | \$22,650.65         |
|              | <i>Paper</i>  |                           |                 |                                   |                     |
| <b>TOTAL</b> |   |                           |                 |                                   | <b>\$145,633.86</b> |

## BOARD AGENDA

REGULAR MEETING  
December 8, 2011

ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Award of Bid #12-02 to Commercial Roofing Systems, Inc. and Tecta-America Southern California, Inc for the Grand Terrace Elementary, Wilson Elementary and Colton High School Roofing Project

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** Bids for the roofing project at Grand Terrace Elementary, Wilson Elementary and Colton High School were opened on December 1, 2011. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Bids were received from five contractors.

The work contained in this bid includes re-roofing the cafeteria/library/administration building and covered walkways at Grand Terrace; re-roofing covered walkways at Wilson; and re-roofing covered walkways at Colton High School. To save the District money, the bid is being awarded to the lowest responsible bidder per school site. A schedule showing the bids received and their amounts follows.

**Grand Terrace Elementary School:**

|   |           |
|---|-----------|
| <i>Commercial Roofing Systems, Inc.</i> | \$357,939 |
| Tecta-America Southern California, Inc. | 391,000   |
| Roy O. Huffman Roof Company             | 401,247   |
| Best Contracting Services, Inc.         | 417,163   |
| Letner Roofing Co.                      | 428,000   |

**Wilson Elementary School:**

|  |           |
|--|-----------|
| <i>Tecta-America Southern California, Inc.</i> | \$ 49,900 |
| Roy O. Huffman Roof Company                    | 55,573    |
| Letner Roofing Co.                             | 65,000    |
| Best Contracting Services, Inc.                | 67,725    |
| Commercial Roofing Systems, Inc.               | 68,429    |

**Colton High School:**

|  |           |
|--|-----------|
| <i>Tecta-America Southern California, Inc.</i> | \$ 31,700 |
| Best Contracting Services, Inc.                | 34,685    |
| Roy O. Huffman Roof Company                    | 35,166    |
| Letner Roofing Co.                             | 39,000    |
| Commercial Roofing Systems, Inc.               | 39,886    |

**BUDGET**

**IMPLICATIONS:** Deferred Maintenance Fund 14 Expenditure: \$439,539

**RECOMMENDATION:** That the Board award of Bid 12-02: Roofing Project as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the award, as presented.

**B-4**





**BOARD AGENDA**

**REGULAR MEETING  
December 8, 2011**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval to Award Contracts Without Bids (Lightning Damage at Bloomington High School)

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** On November 6, 2011, lightning strikes caused extensive damage to fire alarm, security and intercom/bell systems at Bloomington High School. It was necessary to immediately request and secure services from a number of contractors to repair these fire/life/safety systems. Because these commitments were requested under emergency conditions, prior to Board approval, it is now necessary to receive Board approval for the expenditures. The San Bernardino County Superintendent of Schools requires this action per Public Contract Code 20113.

The cost of repairs, anticipated to be approximately \$250,000, will be covered by our insurance provider, ASCIP (Alliance of Schools for Cooperative Insurance Programs), less the District's \$5,000.00 deductible.

**BUDGET**

**IMPLICATIONS:** General Fund Expenditure: \$5,000

**RECOMMENDATION:** That the Board approve the award of contracts without bids as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the award of contracts without bids, as presented.



## BOARD AGENDA

REGULAR MEETING  
December 8, 2011

ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Reimbursement for Loss, Personal Property Used for Instructional Purposes (*San Salvador – Employee #329*)

**GOAL:** Budget Planning

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** Pursuant to Education Code Section 35213, and Board Policy 4256.3, the Board may reimburse employees or students for the loss, destruction, or damage of personal property (excluding money) used for instructional purposes in the schools of the District. Clear evidence of arson, burglary, or vandalism must be apparent to qualify for reimbursement under this policy.

In accordance to Board policy 4256.3, form D-8 “Registration for Personal Property Used for Instructional Purposes” was completed. Police report #11-31972 was filed. On October 28, 2011 a Hewlett Packard laptop was stolen from the teacher’s desk.

**BUDGET IMPLICATIONS:** Site Discretionary Expenditure: \$100.00.

**RECOMMENDATION:** That the Board approve the Reimbursement for Loss of Personal Property used for Instructional Purposes (*San Salvador – Employee #329*).

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the reimbursement as presented.



## BOARD AGENDA

REGULAR MEETING  
December 8, 2011

### ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adoption of Resolution No. 12-22 for Revised 2010-11 Actual Gann Limit and Projected 2011-12 Gann Limit
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 - Communication
- BACKGROUND:** Annually the Board must adopt an appropriation limit (Gann Limit) for the new fiscal year and revise the appropriation limit for the fiscal year that just ended. The State Department of Finance is then notified of the actions because the State Gann Limit and school district Gann Limit are intertwined.
- The attached presents the Gann Limit recalculation for 2010-11 and the preliminary limit for 2011-12.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board adopt the Resolution No. 12-22 for Revised 2010-11 Actual Gann Limit and Projected 2011-12 Gann Limit.
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted Resolution No. 12-22 for Revised 2010-11 Actual Gann Limit and Projected 2011-12 Gann Limit.

**COLTON JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION No. 12-22  
ESTABLISHING 2011-12 APPROPRIATION LIMIT AND  
RE-ESTABLISHING 2010-11 APPROPRIATION LIMIT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2010-11, \$95,548,181, fiscal year and a projected Gann Limit for the 2011-12, \$97,495,886, fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2010-11 and 2011-12 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2010-11 and 2011-12 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this District.

\*\*\*\*\*

DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of \_\_\_\_ ayes, \_\_\_\_ noes, and \_\_\_\_ absent, and signed by the President and attested by the Secretary this 8<sup>th</sup> day of December, 2011.

\_\_\_\_\_  
President, Board of Education

Attest:

\_\_\_\_\_  
Secretary, Board of Education

# BOARD AGENDA

REGULAR MEETING  
December 8, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adoption of Resolution No. 12-21 of the Colton Joint Unified School District Governing Board Authorizing the Borrowing of Funds for Fiscal Year 2011-12 and the Issuance and Sale of One or More Series of 2011-12 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, the District has been experiencing a growing cash flow problem. Staff has been monitoring and analyzing the cash flow on a weekly basis. These reviews indicate that an anticipated cash flow deficiency will exist through the latter part of the fiscal year. The District has been managing cash flow issues by borrowing internally from other funds. However, as the need for additional borrowing becomes apparent, the District must look into external borrowing options.
- 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.12-21 makes a request to the County to issue the TRANs on behalf of the District, and, pursuant to State law, for fiscal year 2011-12. 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.
- The TRANs will be repaid from State revenues and other revenues available to the District during the first half of fiscal year 2012-13 and attributable to fiscal year 2011-12.
- BUDGET IMPLICATIONS:** None at this time.
- RECOMMENDATION:** That the Board adopt the Resolution No. 12-21 authorizing the borrowing of funds for fiscal year 2011-12 and the issuance and sale of one or more series of 2011-12 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.

**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 No. 12-21 has been assigned to:**

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-2012 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2011-2012 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, 2012 ("Fiscal Year 2011-2012") by the issuance of its 2011-2012 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

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

Year 2011-2012 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if 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;<sup>\*\*</sup> 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 2011-2012 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 2011-2012 which will be received by or will accrue to the District during such fiscal year

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<sup>\*\*</sup> 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.

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

**WHEREAS**, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2011-2012 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 2011-2012 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 "2011-2012 [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

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

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

date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

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 2011-2012 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 2011-2012 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 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, 2011 through June 15, 2012 (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 2011, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the 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 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 following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to such Tax-Exempt Series of Notes.

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

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

#### Section 8. Source of Payment.

(A) Pledge. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2011-2012 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2011-2012 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 2011-2012 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 2011-2012, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

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

Fiscal Year 2011-2012 which will be received by or will accrue to the District during such fiscal year for the general fund and, if applicable, capital fund and/or special revenue fund of the District, all of which will be legally available to pay principal of and interest on such Notes, less amounts, if any, on deposit, on the date of such issuance, in the Payment Accounts attributed to any Series of Notes.

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2005-2006 through Fiscal Year 2009-2010, 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 2010-2011 and 2011-2012, respectively.

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

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

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

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

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

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

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

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

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

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

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2011 (the "Fiscal Year 2010-2011") 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 2010-2011 or Fiscal Year 2011-2012 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) Except as otherwise approved by the Credit Provider that issued the applicable Credit Instrument, to the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2010-2011 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2011-2012.

(S) The District will maintain a positive general fund balance in Fiscal Year 2011-2012.

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

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

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

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

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes, this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2011-2012 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2011-2012 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

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

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

#### Section 14. Events of Default and Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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  
2011-2012 [SUBORDINATE]\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_

Date of  
Original Issue

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

SERIES PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

| Interest Rate  |  | Maturity Date  |  |   |
|--|--|--|--|---|
| ___%   |  | _____, 2012  |  |   |
| First<br>Repayment Period  | Second<br>Repayment Period   | Third<br>Repayment Period  | Fourth<br>Repayment Period   | Fifth<br>Repayment Period   |
| ___% of the total of<br>[principal] [interest]<br>[principal and<br>interest] due at<br>maturity | ___% of the total of<br>[principal] [interest]<br>[principal and<br>interest] due at<br>maturity | ___% of the total of<br>[principal] [interest]<br>[principal and<br>interest] due at<br>maturity | ___% of the total of<br>[principal] [interest]<br>[principal and<br>interest] due at<br>maturity | 100% of the total of<br>principal and interest<br>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, 2012 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 2011-2012 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the “Pledged Revenues”). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

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

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

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

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

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

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

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

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

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

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

[COUNTY OF \_\_\_\_\_]\*  
[DISTRICT/\_\_\_\_\_  
BOARD OF EDUCATION]\*\*

By \_\_\_\_\_  
Title:

[(SEAL)]

Countersigned

By \_\_\_\_\_  
Title:

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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

BY \_\_\_\_\_  
AUTHORIZED OFFICER

ASSIGNMENT

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

Dated: \_\_\_\_\_

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

Signature Guaranteed:

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

SECRETARY'S CERTIFICATE

I, Jerry Almendarez, Secretary of the Governing Board of Colton Joint Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Colton Joint Unified School District duly and regularly held at the regular meeting place thereof on the \_\_ day of \_\_\_\_\_, 2011, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 1212 Valencia Drive, Colton, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is .

Dated: \_\_\_\_\_, 2011

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Jerry Almendarez  
Secretary of the Governing Board  
of Colton Joint Unified School District

## BOARD AGENDA

REGULAR MEETING  
December 8, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of 2011-12 First Interim Financial Report With A Qualified Certification and Resolution No. 12-23 to Implement On-going Budget Reductions in 2012-13
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Pursuant to Education Code Section 42131, twice each year the Board of Education must certify to the County Office of Education and the California Department of Education that the District can meet its financial obligations for the current and two subsequent fiscal years.
- The First Interim Financial Report presents actual year-to-date data as of October 31, 2011 plus projected data from November 1, 2011 through June 30, 2012. This report must be approved and certified as Positive, Qualified, or Negative by the Governing Board and submitted to the County Superintendent of Schools by December 15, 2011. The three certifications are defined as follows:
1. **Positive Certification** - means that the District **will** meet its financial obligations for the current and two subsequent fiscal years.
  2. **Qualified Certification** - means that the District **may not** meet its financial obligations for the current or two subsequent fiscal years.
  3. **Negative Certification** - means that the District **will not** meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.
- The attached First Interim Financial report is presented to the Board of Education for approval with a Qualified Certification since the District is not meeting 3% minimum reserve in 2012-13 and 2013-14.
- BUDGET IMPLICATIONS:** No Impact to the General Fund.
- RECOMMENDATION:** That the Board approve the 2011-12 First Interim Financial Report with a Qualified Certification and Resolution No. 12-23 to implement on-going budget reductions in 2012-13.
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the 2011-12 First Interim Financial Report with a Qualified Certification and Resolution No. 12-23 to implement on-going budget reductions in 2012-13 as presented.

**Colton Joint Unified School District**

**RESOLUTION NO. 12-23**

**TO AUTHORIZE ONGOING BOARD APPROVED BUDGET REDUCTIONS BASED ON THE 2011-12 ADOPTED BUDGET AND THE POTENTIAL FOR STATE TRIGGER REDUCTIONS**

BE IT RESOLVED that the Governing Board of the Colton Joint Unified School District adopted the 2011-12 First Interim Budget and an implantation plan pursuant to Education Code 42127 and understands its fiduciary responsibility to maintain fiscal solvency for the current (2011-12) and subsequent two fiscal years (2012-13 through 2013-14) in light of potential mid-year state funding reductions.

As a result, the Governing Board recognized the immediate need to authorize the administration to develop a list of potential budget adjustments in the amount of \$14,000,000 in ongoing reductions to be implemented beginning with the fiscal year 2012-13 to maintain the state required minimum reserve levels in the current and two subsequent fiscal years while still meeting instructional and operational district needs.

It is further recognized that the District will be submitting a detailed list and contingency plan identifying potential one time and ongoing Board approved budget reductions, including estimated amount of savings, and whether or not the reduction has been negotiated with the bargaining units, as applicable with the First and Second Interim Financial Reports utilizing all known state budget assumptions.

PASSED AND ADOPTED this 8th day of December, 2011 by the Governing Board of the Colton Joint Unified School District of San Bernardino County, California by the following vote:

AYES:

NOES:

ABSENT:

State of California            }

County of San Bernardino   } ss

I, \_\_\_\_\_, Clerk of the Governing Board of the Colton Joint Unified School District of San Bernardino County, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting at the time and by the vote stated which resolution is on file in the office of the said Board.

\_\_\_\_\_  
Clerk



## BOARD AGENDA

REGULAR MEETING  
December 8, 2011

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Adoption of Resolution No. 12-20: Six Month Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Grand Terrace for Child Care Services at Terrace View Elementary School

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** The Joint Use Agreement will allow for the sharing of the multi-purpose room for a six month term as defined by the agreement and pursuant to *Board Policy #3140*.

The City of Grand Terrace requests the use of the multi-purpose room for after school child care services. The City will be responsible for cleaning after the use of facilities. The District will evaluate the renewal of this agreement and notify the City of Grand Terrace by April 2012 of its decision on renewal for an additional six months.

**BUDGET IMPLICATIONS:** No Impact to the General Fund.

**RECOMMENDATION:** That the Board adopt Resolution No. 12-20: Six Month Joint Use Agreement between the Colton JUSD and the City of Grand Terrace for child care services at Terrace View Elementary School.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted the resolution, as presented.

**RESOLUTION 12-20**

**JOINT USE AGREEMENT FOR FACILITY USE  
Between the Colton Joint Unified School District and the City of Grand Terrace  
For Child Care Services at  
Terrace View Elementary School, Grand Terrace, California**

**This Agreement entered** into on the 8th day of December, 2011 by the Colton Joint Unified School District, hereafter referred to as “District”, and the City of Grand Terrace hereafter referred to as “City.”

**WHEREAS**, the Education Code of the State of California authorizes and empowers public school districts and municipalities to cooperate with each other for the purposes of providing meaningful leisure and educational opportunities, and toward that end enter into agreements with each other for the purpose of organizing, promoting and conducting such programs of community recreation and education objectives for children and adult citizens of the State; and,

**WHEREAS**, worthwhile recreational activity contributes to the well being of individuals, and in turn to the progress of society, provision of meaningful leisure opportunities can be properly recognized as a governmental service. Consequently, both municipal and education agencies have been delegated the responsibility for providing the community with these leisure skills and opportunities; and

**WHEREAS**, in order to minimize the duplication in the provision of these services, and to maximize potential for quality programs, both agencies are committed to cooperate with one another whenever feasible; and

**WHEREAS**, the District and City desire to establish a basis for the cooperative use of their educational facilities located in the community; and

**WHEREAS**, the District is owner of the buildings, playfields, the turf area and asphalt courts at Terrace View Elementary School, Grand Terrace, California; and

**WHEREAS**, the City wishes to utilize and maintain the district facilities.

NOW, **THEREFORE**, the parties agree as follows:

1. The use of the Terrace View Elementary School multi-purpose building, hereinafter referred to as the “buildings”, shall be subject to reasonable rules and regulations as determined by the District and as defined by the Administrative Rules and Regulations.
2. All use of the buildings shall conform with the California Education Code including, but not limited to, the Civic Center Act of the Education Code Sections 10900 through 10914.5.
3. The District’s representative and the City’s representative shall meet as

necessary to transact business in accordance with this agreement.

4. Any item of equipment or element of construction related to the City, which is placed on District property and which will be paid from City funds, shall be subject to the advice and approval of the District superintendent or designee. Any such items of equipment or element of construction shall conform to all applicable laws, rules and regulations applicable to school districts.

5. Any item of equipment and/or element of construction purchased with funds from the City, and placed on District property shall forever be the property of the City, and may be removed from District property by the City at any time after giving the District sixty (60) days written notice, provided however, that upon such removal the premises shall be left in the same good order and condition as prevailed prior to the time of installation. Any such placement or construction shall be performed in compliance with all applicable laws, rules, regulations and City ordinances.

6. Damages to structures and equipment, whether during joint or sole use by a party, shall be the responsibility of the party exercising supervision over the facility or area at such time as the damage occurs. At all other times, damage shall be the responsibility of the party of ownership.

7. The City shall be responsible for payment of all utilities charged to its meters. The District shall be responsible for payment of all utilities charged to its meters. Meters may not be installed on school grounds without the consent of the District.

8. Maintenance of buildings shall be the responsibility of the District. Maintenance of equipment/structures shall be the responsibility of the owner of the equipment or structure. The City shall be responsible for the removal of litter or debris resulting from a City scheduled event, and empty trash bins as necessary, as well as the upkeep of any future, District-approved additions to the playfields.

9. Each party agrees to indemnify, defend and hold harmless the other party, its officers, employees, agents and volunteers from any and all liabilities for injuries to persons and damage to property arising out of any negligent act or omission of the party, its officers, employees, agents or volunteers in connection with the use of the playfields as described herein.

10. This Agreement shall be subject to revision and modification periodically upon the request and mutual agreement of the Board of Education of the Colton Joint Unified School District and the City of Grand Terrace.

11. A schedule of dates for such use will be so arranged as to avoid any conflict between School and City use; that in the scheduling of said building. School events and programs shall have first priority, and City events and programs shall have second priority. Any other events by other groups or agencies shall have third priority. The City shall keep the District and school principal aware of scheduled facility use.

12. The City shall inform the District, within a reasonable amount of time, of any conditions that may pose a safety hazard to the public as a result of the use of the

district facilities.

13. Term of Agreement – The term of this agreement shall commence on the date first written above and shall remain in effect for a period of six (6) months (“Initial Term”). At the end of the Initial Term, this agreement shall renew for successive six (6) months (“Additional Term”), unless one party provides the other party with written notice of non-renewal sent at least ninety (90) days prior to the expiration of the Initial Term or any Additional Term. If either party fails or refuses to comply with or carry out any part of the agreement, the other party may terminate this agreement by providing written notice to the responsible party of the cause for termination.

14. Termination of Agreement - It is the intent of both parties that this Agreement remain in force for a period of not less than six (6) months. However, this agreement may be terminated by either the District or the City at the end of any traditional school year. The termination will be made by the Board of Education or the City Council adopting a motion or Resolution determining to withdraw from the Joint Use Agreement, and give notice of such termination in writing, including a copy of the motion or Resolution, at least sixty (60) days prior to the end of the school year. Such notice of termination, together with a copy of the required motion or Resolution, shall be given by the Board of Education to the City Manager of the City of Grand Terrace, or by the City Council to the Superintendent of the Colton Joint Unified School District.

**THE PARTIES HEREBY EXECUTE THIS AGREEMENT BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES:**

**Colton Joint Unified School District:**

\_\_\_\_\_  
Jaime R. Ayala, Assistant Superintendent  
Business Services Division

Date:\_\_\_\_\_

**City of Grand Terrace:**

\_\_\_\_\_  
Betsy M. Adams, City Manager

Date:\_\_\_\_\_

**AGREEMENT BETWEEN  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
AND  
CITY OF GRAND TERRACE CHILD CARE SERVICES  
FOR JOINT USE OF FACILITIES  
AT TERRACE VIEW ELEMENTARY SCHOOL**

**THIS AGREEMENT** made and entered into this 8th day of December, 2011, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the City of Grand Terrace Child Care Services (hereinafter "City") are sometimes referred to singularly as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, the parties are mutually interested in a quality program of education, community recreation and other civic activities for all citizens of the City and the District; and

**WHEREAS**, the parties desire to enter into an agreement for reciprocal use of certain facilities, as defined herein, for education, community recreation and other civic activities to assure maximum and coordinated use of these facilities and

**WHEREAS**, the city is authorized to contract with the District for purposes of contributing to the attainment of general education programs, community recreation services and civic activities for children and adults of the State; and

**WHEREAS**, California Education Code Section 10900 et seq. ("Community Recreation Programs Law") authorizes public authorities to organize, promote, and conduct such programs of community recreation as will contribute to the attainment of general education and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives; and

**WHEREAS**, the Community Recreation Programs Law defines "recreation" to include "any activity, voluntarily engaged in, which contributes to the "...mental, or moral development of the individual or group participating therein, and includes any activity in the fields of ... art, handicrafts ...nature contacting, aquatic sports, and athletics..."; and

**WHEREAS**, district and city are authorized under California law to operate and maintain recreation centers, as defined in Education Code Section 10901(f) ("Recreation Center"), for community recreation; and

**WHEREAS**, full cooperation between the district and the city is essential in order to guarantee the best programs and services with reasonable expenditure of public funds; and

**WHEREAS**, district and city have agreed to act jointly to develop a plan to jointly use certain real property and facilities (individually the "District Facilities" and "City Facilities" and collectively, the "Facilities").

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for the good and valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## 1. DEFINITIONS

Whenever in this agreement the following terms are used, the same shall have the meaning ascribed to them in this Section 1, unless the context otherwise requires or admits:

(A) "City Facilities" means the facilities listed and described in Exhibit "A". Restrictions and special instructions related to individual facilities shall be set forth in Exhibit "A".

(B) "Districts Facilities" means the facilities listed and described in Exhibit "B". Restrictions and special instructions related to individual Facilities shall be set forth in Exhibit "B".

(C) "Specialized Facility/Facilities" means those facilities designated by the parties as requiring specialized maintenance or use of which causes the owner party to incur extraordinary costs. The parties shall mutually decide which of the facilities shall be designed "Special Facilities" and such specialized facilities shall be listed and described in Exhibit "C" along with a breakdown of the extraordinary costs associated with its use.

(D) "School Day" means the time period between the hours of 8:00 a.m. to 2:15 p.m.

(E) "School Year" means the period beginning in the month of July each year and ending on the succeeding June during which district conducts educational programs and services for school age students.

## 2. USE OF FACILITIES

2.1 District and city hereby grant a non-exclusive license to each other to use each others' facilities in accordance with the terms and conditions set forth in the agreement, including the following:

2.1.1 District and city may utilize each other's facilities without monetary consideration to the other party. However, if either party uses the other party's facilities for a profit-making purpose, then the user party shall pay the owner party such costs as would be charged to a third party user under the Civic Center Act. Additionally the owner party may charge the user party for the extraordinary costs or special maintenance necessitated by use of a specialized facility, as set forth in Exhibit "C."

2.1.2 Whenever possible, district and city agree to utilize their respective facilities prior to utilizing each other's facilities.

2.1.3 With respect to the use of facilities, the shared use committee shall conduct, at a minimum, two meetings annually for the purpose of scheduling anticipated uses of the facilities ("Scheduling Meeting").

2.1.1.1 At the first meeting, which shall take place on or before January 1<sup>st</sup> each year, district and city shall agree upon a schedule, in writing, for the summer months (i.e. June, July, August and September) with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.2 At the second meeting, which shall take place on or before July 1<sup>st</sup> of each year, district and city shall agree upon a schedule, in writing, for the non-summer months with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.3 After the schedules are set at the scheduling meetings, both parties shall notify each other in case of any scheduling changes at least forty-eight (48) hours before the scheduled use. In the event of an unanticipated event that is not included on the schedules set the scheduling meetings, each party agrees to reasonably accommodate the other party with respect to such event, if possible.

2.2 Notwithstanding anything in the agreement to the contrary, district shall have exclusive use of the district facilities, Monday through Friday (except on school holidays), from one-half (1/2) hour before school commencement of the school day until one-half (1/2) hour after school closing time. School holidays shall be defined as those days or portions of days when school is not in session.

2.3 District shall notify city at the scheduling meetings of any school athletic events that are anticipated to extend more than one half (1/2) hour beyond a school's closing time so that such games may be included in the schedule which is agreed upon at the scheduling meetings. In addition, should district require the use of any district facility for any California Interscholastic Federation activity, such use shall take precedent over any pre-existing use at any of the district facilities as long as forty-eight (48) hours notice is given, whether or not such use is during school hours or included in the schedules agreed upon at the scheduling meetings.

2.4 On school days, district facilities will be available from 7:15 a.m. until 6:00 p.m. unless a school event is in progress.

2.5 On non-school days, district facilities shall be available from 7:00 a.m. until dusk for all outdoor non-lighted district facilities and 10:00 p.m. for all indoor and outdoor lighted district facilities and in no event later than 11:00 p.m. unless special permission is expressly granted by district.

2.6 Each party agrees to utilize the facilities in conformance with Federal and State law as well as district and city administrative regulations, ordinances, and policies.

2.7 The use of district facilities by city shall be in such a manner, as not to interfere with the district's normal use of district facilities, including, but not limited to back to school nights, school assemblies, and cleaning/gardening activities.

2.8 The parties agree that each party shall provide all materials and equipment to be used in their respective activities. Selected permanent equipment, which is owned by the district on district property, may be used by the city. Selected permanent equipment, which is owned by the city on city property, may be used by the district.

2.9 The parties agree that each party will provide all necessary supervision and security at their respective activities.

2.10 The child care program will be offered for children enrolled in Colton Joint Unified School District boundaries who are enrolled in grades K-6. Child care will be provided at the Terrace View Elementary School auditorium from 7:00 a.m. to 8:15 a.m. and 2:00 p.m. to 2:45 p.m. year round.

2.11 The city will hire, supervise and pay program staff in accordance with city policies, and maintain the qualifications needed for the program. The city will be responsible for setting program curriculum, purchase equipment, replenish supplies and maintain all aspects of the day-to-day operations of the facility.

2.12 The city will utilize the playground areas necessary to conduct the programs and have access to the restroom facilities at all times the programs are being conducted. The district will maintain the custodial maintenance of the restrooms and space needed to operate the programs.

2.14 The program as stated above will continue throughout each school year.

### **3. MAINTENANCE RESPONSIBILITIES**

3.1 District and city shall be responsible for the maintenance of their respective facilities, however, should either of the parties cause maintenance costs out of the ordinary or damage with respect to their use of the others' facilities, such party shall be responsible for these additional maintenance costs and repair of such damages. If the user party does not commence such maintenance or repairs, the owner party may undertake such maintenance or repairs and invoice the user party for the cost of the maintenance or repairs. The user party shall pay the invoice within thirty (30) days of receipt.

3.2 The parties agree that graffiti eradication will be the responsibility of the property owner unless such graffiti is caused by the group using the facility with the permission of the district or city in which event the graffiti shall be revised by the party permitting the group to use the facility.

3.3 The parties agree that, by written authorization from the owner of the facility, the other party, or a local recreation organization ("Recreation Organization"), may be allowed to provide special maintenance or improvements to a facility which is considered beneficial to all parties as long as such other party or recreation organization complies with any and all applicable laws and regulations regarding the provision of maintenance and/or construction of improvements to facilities owned by a public entity.

3.4 The parties agree that all facilities will be kept in good repair and in a manner suitable for usage by city district and recreations organization. The facilities and grounds staff of each party shall meet from time to time to decide how to cooperatively establish and achieve this standard of care. However, to maintain the condition of the facilities, downtime maintenance is required. Activities cannot be scheduled at facilities during this maintenance period. Each party shall be responsible for provide in the other party with reasonable notice of estimated downtime maintenance schedule.

3.5 The parties agree to schedule any planned renovation and/or repairs in a manner to minimize impact upon each other, recreation organization and the community uses and to submit any planned renovation/repairs to facilities at the scheduling meetings so as to



assist in accurate seasonal planning. However, each party may schedule renovation and/or repairs at times of its own choosing, in its sole discretion.

3.6 The parties agree to inform the other party of any unsafe conditions on either the district property or the city property by the close of business on the next day following the observation.

3.7 Improvements to facilities belonging to each party by the non-owning party will be with the express permission of the owner. All costs will be borne by the entity making the improvements.

3.7.1 For any improvements made by city at school district facilities, the school district's Board of Education shall approve the concept, the plans, and the project. Such approval shall occur prior to the city's application for the grant or acceptance of a donation, if applicable.

3.7.2 All building/construction plans must receive approval from the school district's Board of Education prior to commencement of construction. The school district shall have final approval of all vendors and/or contractors. The school district shall have the right to review all project planning, design and construction. The school district shall have final approval of all contracts related to any improvements. The school district shall have final approval of all schedules related to any improvements.

3.7.3 All construction services are to be performed by a properly licensed architect, engineer, contractor, or inspector, including construction management services which shall be provided by a licensed contractor, architect, engineer, and shall comply with all public works labor requirements, including the payment of prevailing wages, as required of school districts under state law and as approved by the required State agencies.

3.7.4 City shall be responsible for all costs associated with any improvements to the Facilities when initiated by the city unless otherwise determined and agreed to in writing by the school district.

3.7.5 All contractors and subcontractors, and their employees and agents who enter onto the site for any reason or at anytime subscribed herein, shall submit or have submitted their fingerprints, without exception, as proscribed by Education Code Section 45125.1. Prior to the issuance of keys to any third party, including contractors and sub-contractors, the school district and the city shall each require said third party, contractor or sub-contractor to acknowledge that he/she has been informed the California Penal Code § provides that any persons who "knowingly makes, duplicates, causes to be duplicated or uses," or attempts to do same, or possesses any key to a public building, without authorization and with knowledge of the lack of such authorization, is guilty of a misdemeanor, and that said third party, contractor, or sub-contractor further specifically acknowledges that he/she shall be responsible to any such duplication or unauthorized use of said keys, whatsoever.

Improvements or construction initiated by the school district on school district facilities or the school site shall not be subject to the approval of city in anyway, in regard to the city capacity under the agreement, unless specifically allowed by the agreement. City shall however, have the opportunity to comment on building and/or construction plans on the school site that affect the joint use of the school site or facilities.

#### **4. CIVIC CENTER ACT**

Both parties acknowledge that the facilities are identified as a "Civic Center" pursuant to the Civic Center Act (Education Code Section 38130 et seq.) and that the use of facilities must comply with the provisions of the Civic Center Act. Both parties understand that other individual and/or entities may utilize the facilities pursuant to the Civic Center Act and other provision of law, including but not limited to such license agreements as the district may determine to enter into.

#### **5. TERM OF THIS AGREEMENT**

##### **5.1 Original Term.**

The term of the agreement shall be for a period of six (6) months and shall commence on December 9, 2011.

##### **5.2 Option to Renew.**

The parties may extend this agreement by mutual agreement for an additional term of up to six (6) months ("Subsequent Term").

#### **6. TERMINATION OF AGREEMENT**

District or city may terminate this agreement by delivery of written notice of election to terminate at least ninety (90) days prior to the termination date elected.

#### **7. INDEMNIFICATION AND INSURANCE**

##### **7.1 Mutual Indemnification.**

7.1.1 District agrees to hold harmless, defend, and indemnify city against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of city it agents, servants, or employees), whenever such injury, death, loss or damage is a consequence of, or arises out of the use of the facilities by district or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of district involving the condition of the facilities for which the district was obligated to maintain.

7.1.2 City agrees to hold harmless, defend, and indemnify district against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss or damage was solely due to the willful acts or omissions of district, it agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the facilities by city or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of city and/or recreation organization involving the condition of the facilities for which the city was obligated to maintain.

7.1.3 The provision of indemnity set forth in the Section 7.1 shall not be construed to obligate a party to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

7.2 Insurance.

7.2.1 Each party shall procure and maintain, during the period of this agreement, comprehensive public liability insurance coverage, for its acts or omissions described herein in a form satisfactory to the other party in the following minimum amounts:

|                                 |             |
|---------------------------------|-------------|
| Bodily injury (including death) | \$1,000,000 |
| Each person, each occurrence    | \$1,000,000 |
| Property damage                 | \$1,000,000 |

7.2.2 Policies or certificates evidencing each party's coverage shall be filed with the other party, shall include the other party as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days' written notice to the other party prior to any material change, termination to cancellation.

7.3.2 The insurance limits referred to herein may be increased from time to time by mutual written consent in accord with then accepted practice for California public agencies.

7.2.4 The policy for same insure against all liability of the party procuring insurance, its representatives, employees, invitee and agents arising from, or in connection with, each party's use of the facilities and shall insure performance by such party of any of the hold harmless provisions set forth herein. Each party shall make certain that the other party is named as an additional insured under the insurance policy.

7.2.5 The insurance required under this section shall be issued by either a reputable insurance company admitted to do business in California, in a form reasonably acceptable to the other party, or through a joint powers agency, or similar entity, formed for the purpose of providing insurance to public entities.

7.2.6 The parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the parties, as regular practice do not maintain insurance but rather self-insure or participate in a joint powers agreement with other governmental entities, the parties may meet their insurance requirements under this section in the same manner.

7.3 Privileges and Immunities. Notwithstanding anything to the contrary in this agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, rules, pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of either party.

**8. NOTICES**

8.1 All formal notices, demands, and communication between the parties shall be given either by (i) personal service, (ii) delivery by reputable document delivery services such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified, postage prepaid, return receipt requested, addressed to:

If to District: Colton Joint Unified School District  
Attn: Darryl Taylor, Director, Facilities Planning & Construction  
851 South Mt. Vernon Avenue, Suite 8  
Colton, CA 92324  
Fax: (909) 554-1882

With a Copy to: Atkinson, Andelson, Loya, Rudd & Romo  
Attn: Lindsay A. Thorson  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703

If To: City of Grand Terrace Child Care Services  
Attn: Cathy Varela, Director  
22795 Barton Road  
Grand Terrace, CA 92313

8.2 Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any party may from time to time designate in a notice delivered in accordance with the requirements of this Section.

8.3 The parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

## **9. MISCELLANEOUS**

### **9.1 Binding on Successors.**

The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

### **9.2 Recreation Organizations.**

9.2.1 With respect to recreation organizations city shall be responsible for the scheduling of recreation programs by such recreations organizations. City shall require each of the recreation organizations to execute a document stating the following:

City of Grand Terrace Child Care Services agrees to hold harmless, defend, and indemnify District and City against all actions, claims, or demands, for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of City and/or District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by City of Grand Terrace Child Care Services or it agents, servants or employees.

9.3 Inconsistent Use.

In the event that district's governing board should determine that city's use of district facilities are inconsistent with district's use of district facilities for school purposes or that city's use interferes with the education and activities at district facilities, district may terminate the agreement pursuant to Section 6, above.

9.4 Official Representatives.

The official representative for district shall be the Superintendent or his/her designee and the official representative of the city shall be City or his/her designee respectively. These official representatives shall be responsible for assuring compliance with the rules of the facilities including without limitation district and city's administrative regulations.

9.5 No Assignment of Rights.

No rights which district or city has under this agreement may be assigned to any other person, persons, or corporation without prior written approval of the other party.

9.6 Employees.

9.6.1 For purposes of the agreement, all persons employed in the performance of services and functions for the city shall be deemed city employees and no city employee shall be considered as an employee of the district under the jurisdiction of the district, nor shall such city employees have any district pension, civil service, or other status while an employee of the city.

9.6.2 For purposes of the agreement, all persons employed in the performance of services and functions for the district shall be deemed district employees and no district employee shall be considered as an employee of the city under jurisdiction of the city nor shall such district employees have any city pension, civil service, or other status while an employee of the district.

9.7 Recreation Program Costs.

Except as otherwise provided, neither party shall be responsible to the other party for the cost of the other party's recreation programs or the cost of any third party organization which might benefit from a particular aspect of the agreement. The city covenants and agrees to bear all costs that it should incur with respect to the operation of any recreation program, including the cost of service of its employees and incidental cost in connection therewith, except as otherwise provided herein. District covenants and agrees to bear all costs that should incur in respect to the operation of any school activity, including the cost of service of its employees and incidental costs in connection therewith, except as otherwise provided herein.

The parties acknowledge that each party may charge reasonable fees for the use of facilities as permitted under the laws of California to offset the costs associated with establishing, coordinating and conducting certain recreation programs.

9.8 Ownership of the Sites, Facilities, Furnishings, and Equipment.

9.8.1 School District Ownership. The underlying fee title to the land, building and improvements existing at the time of the agreement for district facilities are owned by the district. Personal property, trade fixtures, furnishings or equipment provided or paid for by the district and city shall remain the property of the district and city respectively. Upon the expiration or termination of the agreement, the city shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to city. In the event that the city leaves any personal property, trade fixtures, furnishings or equipment belonging to city such property shall become the sole property of the district. In the event that city removes any personal property, trade fixtures, furnishings or equipment belonging to city, city shall return to its original condition that portion of the facility affected by such removal.

9.8.2 City Ownership. The underlying fee title to the land, building and improvements existing at the time of this agreement for city are owned by the city. Personal property, trade fixtures, furnishings or equipment provided or paid for by the district and city shall remain the property of the school district and city shall remain the property of the school district and city respectively. Upon the expiration or termination of the agreement, the District shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to the district. In the event that the district leaves any personal property, trade fixtures, furnishings or equipment belonging to the district, such property shall become the sole property of city. In the event that the district removes any personal property, trade fixtures, furnishings or equipment belonging to the district, the district shall return to its original condition that portion of the facility affected by such removal.

9.8.3 No past, present or future use of any of the facilities shall be interpreted as conveying any ownership or other property interests in any of the facilities.

9.9 Specific Provisions.

9.9.1 Locks – Keying and Access Authorization.

The lock style, types of gates, and key/code authorization to be utilized at each individual facility will be coordinated in such a manner to allow dual access, as necessary while maintaining the safety and property security of such facility.

9.9.2 Joint Parking.

The parties concur to allow parking in designated areas which will minimize off-site parking intrusion to surrounding properties.

9.10 Applicable Law.

This agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this agreement and the laws of the State of California, the laws of the State of California shall prevail.

9.11 Entire Agreement.

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the use of recreational use of facilities and is a complete and exclusive statement of the terms and conditions thereof and supercedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon written consent of the Parties hereto.

9.12 Joint Preparation.

This agreement shall be deemed to have been prepared jointly by the parties, and the usual rule that the provisions of a document are to be construed against the drafter shall not apply.

**IN WITNESS WHEREOF** the parties hereto have executed the agreement as of the date first above written.

DATED: \_\_\_\_\_ COLTON JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: Jaime R. Ayala  
Title: Assistant Superintendent, Business Services  
Division

DATED: \_\_\_\_\_ CITY OF GRAND TERRACE

By: \_\_\_\_\_  
Name: Betsy M. Adams  
Title: City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lindsay A. Thorson, Esq.  
Atkinson, Andelson, Loya, Rudd & Romo

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for City of Grand Terrace

**EXHIBIT A**

CITY FACILITIES

N/A



**EXHIBIT B**

DISTRICT FACILITIES

LIST AND DESCRIPTION OF  
TERRACE VIEW ELEMENTARY FACILITIES

22731 Grand Terrace Road, Grand Terrace, CA 92313

9.7 ACRES – APN No. 0255-131-09-0000

2 kindergarten classrooms, 25 classrooms, multi-purpose room, library, office

**EXHIBIT C**

SPECIALIZED FACILITIES

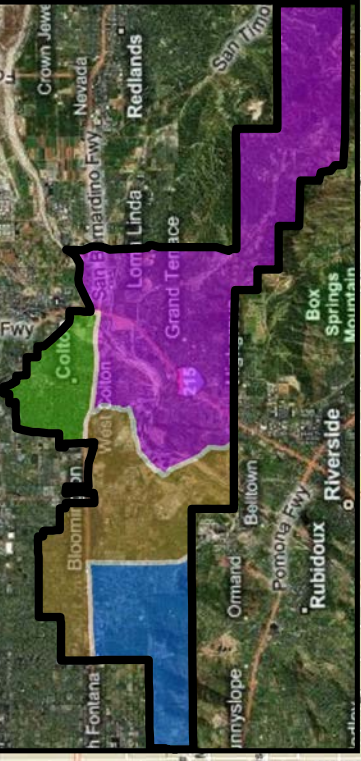
N/A

## BOARD AGENDA

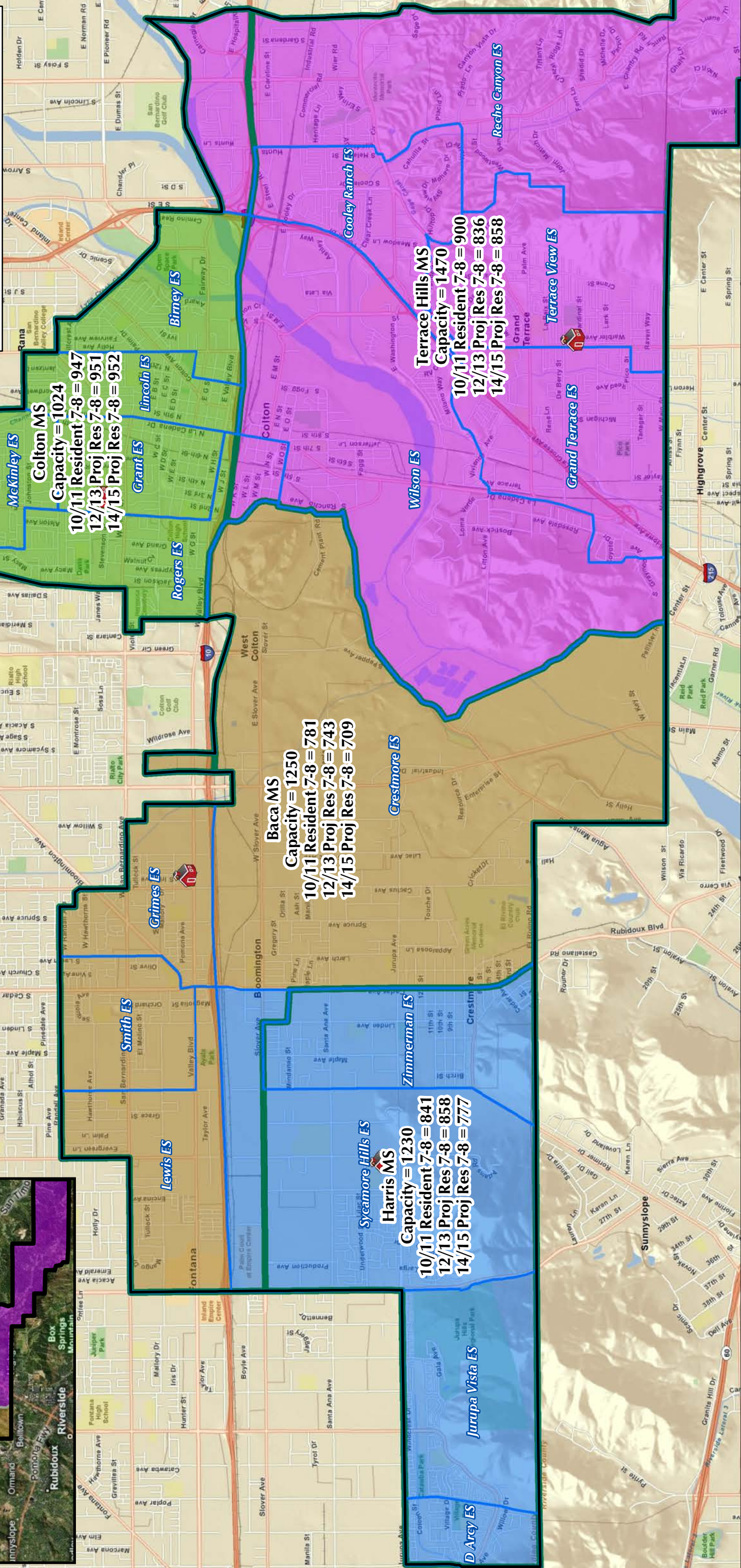
REGULAR MEETING  
December 8, 2011

### ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Revised Middle School Student Attendance Boundaries
- GOAL:** Community Relations
- STRATEGIC PLAN:** Strategy 4 – Facilities
- BACKGROUND:** A Boundary Committee was convened to review and develop school attendance boundaries to include Joe Baca Middle School. The committee developed two proposals which were presented to the community through forums held in each geographic area of the district. The proposals were developed in accordance with the conditions set forth in Board Policy 5116 – School Attendance Boundaries.
- The committee has made a recommendation for Middle School Draft Plan 4A and is presenting both Middle School Draft Plan 4A and Middle School Draft Plan 4B to the board.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board adopt Middle School Draft Plan 4A or Middle School Draft Plan 4B as the Revised Middle School Student Attendance Boundaries.
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved Middle School Draft Plan \_\_\_\_, as presented.



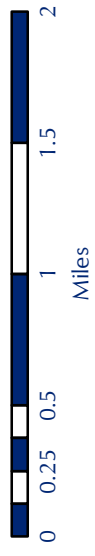
# MIDDLE SCHOOL DRAFT PLAN 4A

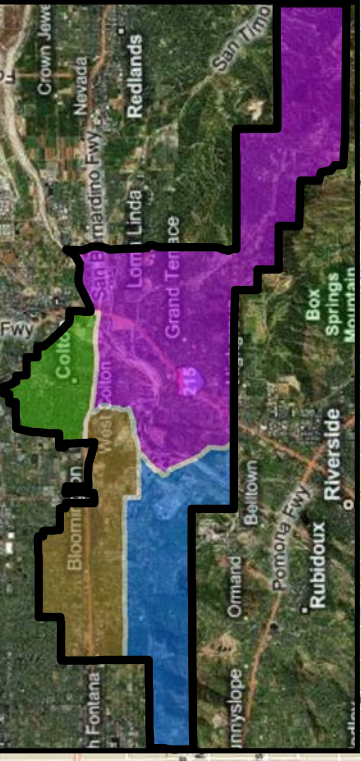


## MS DRAFT PLAN 4A 2012/13 Middle School Attendance Areas 4 School Option

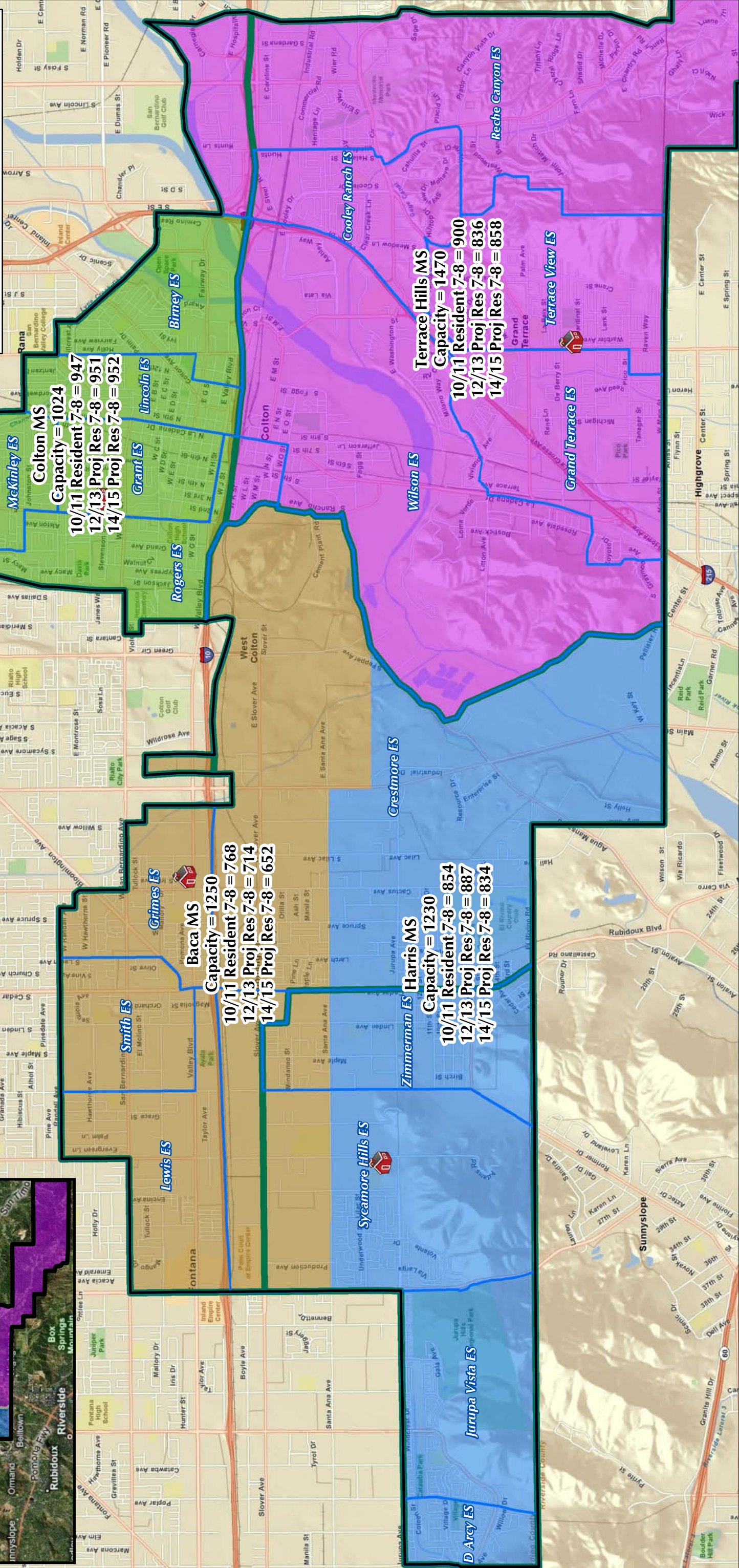
## Colton Joint Unified School District

- Current ES Attendance Areas
- Current MS Attendance Areas
- Baca MS
- Colton MS
- Harris MS
- Terrace Hills MS





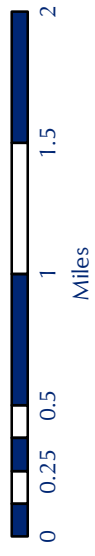
# MIDDLE SCHOOL DRAFT PLAN 4B



## MS DRAFT PLAN 4B 2012/13 Middle School Attendance Areas 4 School Option

## Colton Joint Unified School District

- Current ES Attendance Areas
- Current MS Attendance Areas
- Baca MS
- Colton MS
- Harris MS
- Terrace Hills MS





## BOARD AGENDA

REGULAR MEETING  
December 8, 2011  
ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Revised High School Student Attendance Boundaries

**GOAL:** Community Relations

**STRATEGIC PLAN:** Strategy 4 – Facilities

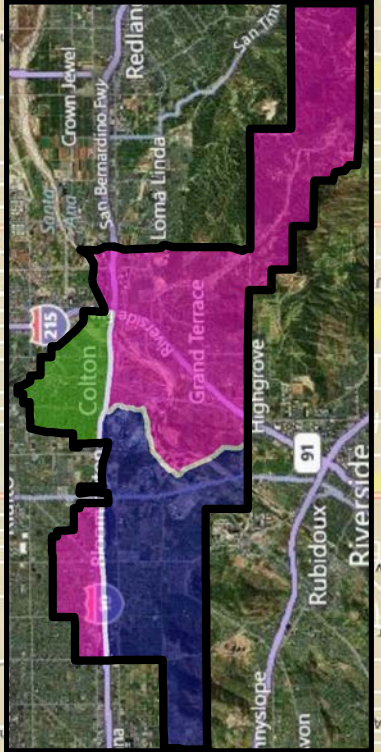
**BACKGROUND:** A Boundary Committee was convened to review and develop school attendance boundaries to include Grand Terrace High School. The committee developed two proposals which were presented to the community through forums held in each geographic area of the district. The proposals were developed in accordance with the conditions set forth in Board Policy 5116 – School Attendance Boundaries.

The committee has made a recommendation for High School Draft Plan A and is presenting both High School Draft Plan A and High School Draft Plan B to the Board.

**BUDGET IMPLICATIONS:** No impact to the General Fund.

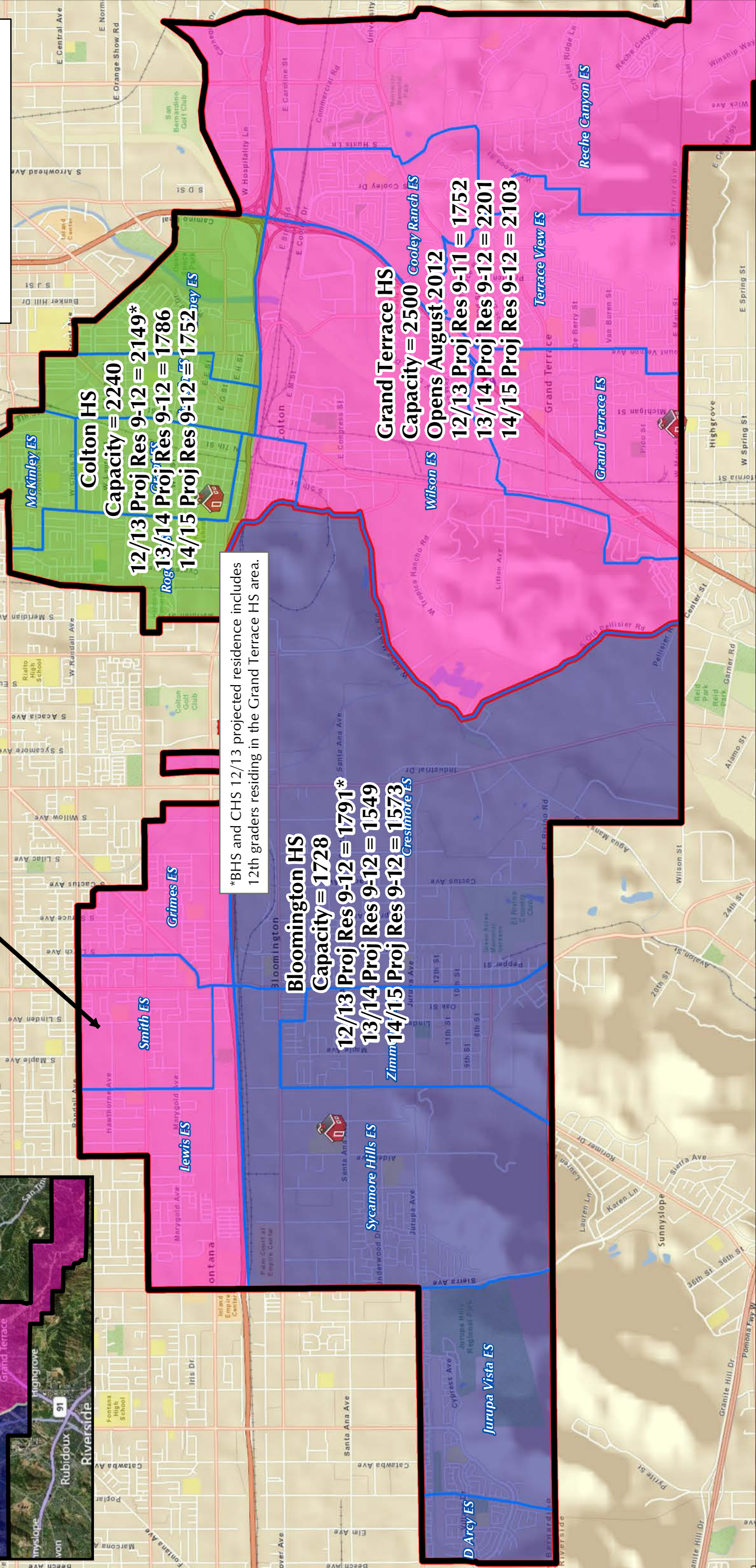
**RECOMMENDATION:** That the Board adopt High School Draft Plan A or High School Draft Plan B as the Revised High School Student Attendance Boundaries.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved High School Draft Plan \_\_\_\_, as presented.



**Grand Terrace H.S.**  
 (Grimes E.S., Lewis E.S. & Smith E.S. areas)  
 12/13 Proj Res 9-11 = 759 of 1,752  
 13/14 Proj Res 9-12 = 943 of 2,201  
 14/15 Proj Res 9-12 = 879 of 2,103

# HIGH SCHOOL DRAFT PLAN A



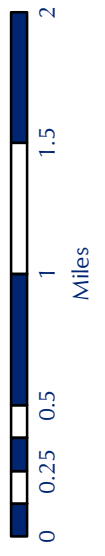
\*BHS and CHS 12/13 projected residence includes 12th graders residing in the Grand Terrace HS area.

## HS DRAFT PLAN A 2012/13 High School Attendance Areas

- Current ES Attendance Areas
- Current HS Attendance Areas
- Bloomington HS
- Colton HS
- Grand Terrace HS

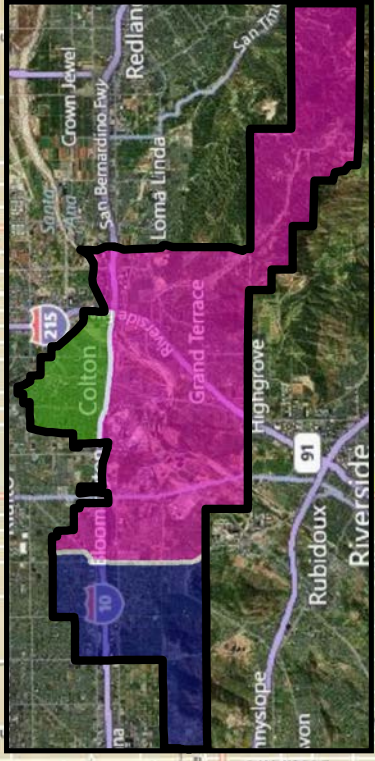
Note: Only permanent classrooms are used for capacity.

## Colton Joint Unified School District





# HIGH SCHOOL DRAFT PLAN B



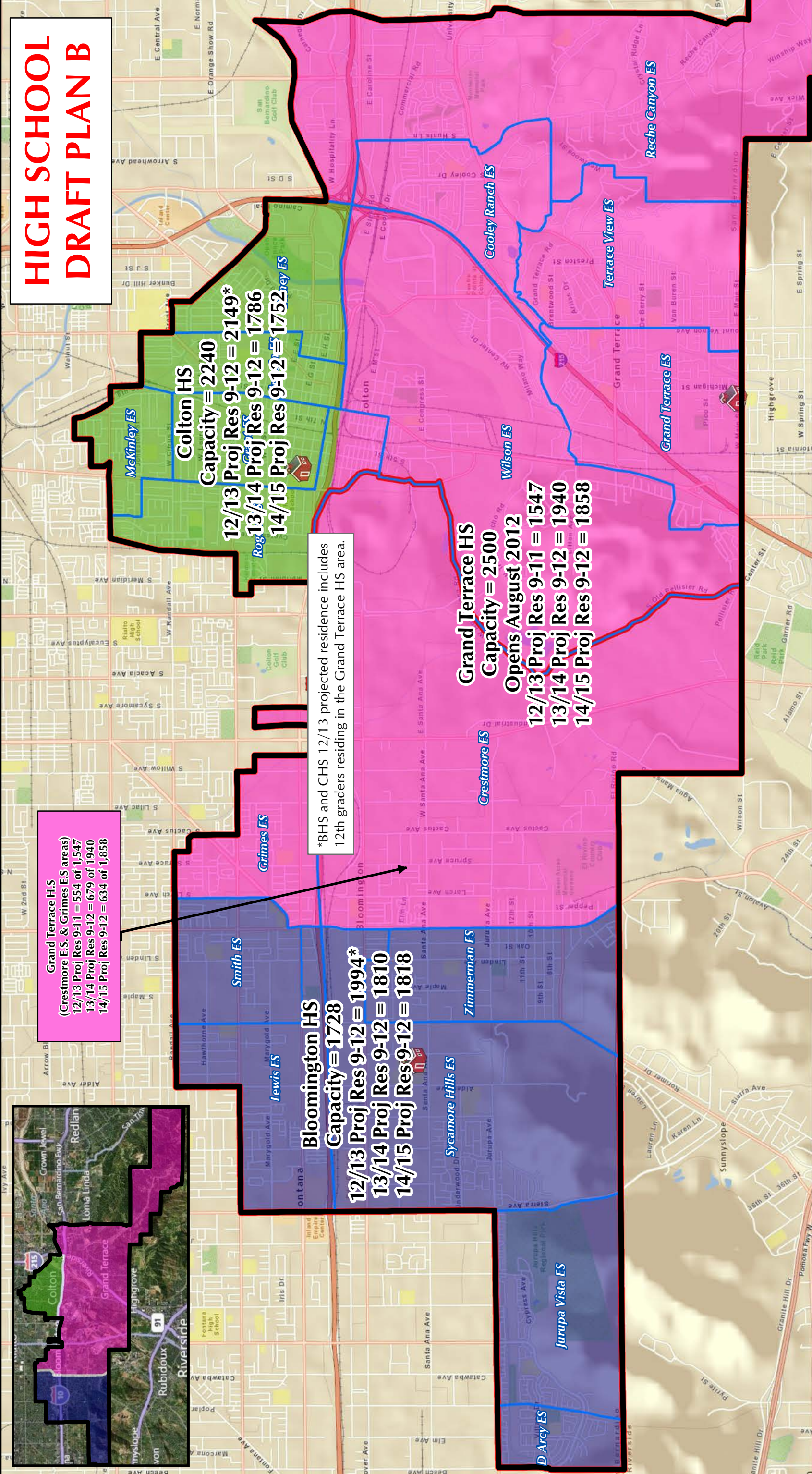
**Grand Terrace H.S.**  
(Crestmore E.S. & Grimes E.S. areas)  
12/13 Proj Res 9-11 = 554 of 1,547  
13/14 Proj Res 9-12 = 679 of 1,940  
14/15 Proj Res 9-12 = 634 of 1,858

**Colton HS**  
Capacity = 2240  
12/13 Proj Res 9-12 = 2149\*  
13/14 Proj Res 9-12 = 1786  
14/15 Proj Res 9-12 = 1752

**Bloomington HS**  
Capacity = 1728  
12/13 Proj Res 9-12 = 1994\*  
13/14 Proj Res 9-12 = 1810  
14/15 Proj Res 9-12 = 1818

**Grand Terrace HS**  
Capacity = 2500  
Opens August 2012  
12/13 Proj Res 9-11 = 1547  
13/14 Proj Res 9-12 = 1940  
14/15 Proj Res 9-12 = 1858

\*BHS and CHS 12/13 projected residence includes 12th graders residing in the Grand Terrace HS area.

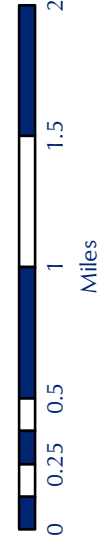


## HS DRAFT PLAN B 2012/13 High School Attendance Areas

- Current ES Attendance Areas
- Current HS Attendance Areas
- ◆ Bloomington HS
- ◆ Colton HS
- ◆ Grand Terrace HS

Note: Only permanent classrooms are used for capacity.

## Colton Joint Unified School District





**BOARD AGENDA**

**REGULAR MEETING  
December 8, 2011**

**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 # 0677 through batch #0798 for the sum of \$6,507,865.13.

**BUDGET IMPLICATIONS:** \$6,507,865.13 paid from funds as listed in the payment report.

