

**POSTED: 3-3-17**

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This meeting is recorded.  
Aviso:  
Esta junta se grabará en cinta.

**LOS BANOS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD OF EDUCATION  
REGULAR MEETING  
Los Banos City Council Chambers  
520 J Street – Los Banos, CA 93635**

**Thursday, March 9, 2017  
6:00 P.M. – Study Session  
6:30 P.M. – Closed Session  
7:00 P.M. – Regular Meeting**

**AGENDA**

The District welcomes Spanish speakers to Board meetings. Anyone planning to attend and needing an interpreter should call 826-3801, 48 hours in advance of the meeting, so arrangements can be made for an interpreter.  
*El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretación llame al 826-3801, 48 horas antes de la junta, para poder hacer arreglos de interpretación.*

**I. OPENING BUSINESS**

**A. Call Public Session to Order**

**B. Roll Call of Board Members Present**

Dennis Areias	Gary Munoz
Margaret Benton	Anthony Parreira
Megan Goin-Soares	Marlene Smith
Ray Martinez	Travis Willmott

**C. Second Interim Report Study Session (6:00 P.M.)**

**D. Closed Session (6:30 P.M.)**

1. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (Action)
2. Claim Against the District (Section 910): Government Claim filed by [Identity withheld pursuant to Government Code 54961]; (Action)
3. Claim Against the District (Section 910): Government Claim filed by Rachel L. Pillows (Action)
4. Student Discipline, Cases: #5114292682 and #5513410 (Action)

**II. OPEN REGULAR MEETING (7:00 P.M.)**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF AGENDA**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
**Proposed Action:** Approve Agenda

V. **PUBLIC HEARING**

**Public Presentations:**

Members of the public may request an item be placed on the agenda of a regular meeting by submitting a request in writing, with all supporting documents, if any, to the Superintendent at least two weeks before the scheduled meeting date. [BB 9322(a)]

**General Public Comment:**

Individuals wishing to address the Board on items not on the agenda may do so by approaching the podium. Once recognized, individuals shall identify themselves and make their statement. Speakers are limited to three (3) minutes, with the total time for public input at twenty (20) minutes per non-agenda item. [BB 9323]

**Public Comment on Agenda Items:**

Members of the community may address specific items on the agenda as they are taken up by the Board in open session or prior to the Board going into closed session. The Board President will recognize individuals who wish to speak. Speakers are limited to three (3) minutes, with the total time for public input at twenty (20) minutes per agenda item. Once public comment on the agenda item is concluded and the Board begins deliberations or recesses to closed session, no further public comment shall be permitted on the agenda item. [BB 9323]

VI. **REPORTS**

- A. Student Representative Report
- B. California School Employees Association Report
- C. Los Banos Teachers Association Report
- D. Superintendent's Report
- E. Facilities Report
- F. Board Member Reports

VII. **NEW BUSINESS**

- A. **Second Period Interim Budget Report** (Page 5) **5 Min.**

Staff will provide a report on the Second Period Interim Budget. Current law requires the Board certify the financial condition of the District twice each year.

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Approve and certify the District will be able to meet its financial obligations for the current year and two subsequent fiscal years.

- B. **California Cash Reserve Program** (Page 6) **5 Min.**

It is recommended the Board adopt Resolution #03-17 authorizing District participation in the California Cash Reserve Program.

Motion by \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Adopt Resolution (ROLL CALL VOTE)

- C. Local Control Accountability Plan Report (Page 51) **5 Min.**

Paul Enos and Paula Mastrangelo will provide an informational report on the Local Control Accountability Plan (LCAP).

- D. CSEA Golden Handshake (Page 52) **5 Min.**

It is recommended the Board hold a public hearing disclosing the approximate number of CSEA Members who have indicated their interest in the PERS Golden Handshake retirement option and adopt Resolution 02-17 to open the PERS Golden Handshake window period for eligible classified employees.

Open Public Hearing \_\_\_\_\_  
Adopt Resolution \_\_\_\_\_

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Hold Public Hearing; Adopt Resolution. **(ROLL CALL VOTE)**

- E. Declaration of Need for Fully-Qualified Teachers (Page 54) **5 Min.**

It is recommended the Board adopt a Declaration of Need through June 30, 2018, certifying that there are an insufficient number of certificated personnel who meet District specified employment criteria for designated positions.

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Adopt Declaration

## IX. CONSENT CALENDAR

The Consent Calendar represents routine items acted upon in one motion by roll call vote. The recommendation is for adoption, unless otherwise specified. Any item can be removed for discussion upon request.

### A. Approval of Minutes

1. Special Board Meeting, February 2, 2017 (Page 58)
2. Regular Meeting, February 9, 2017 (Page 59)
3. Special Board Meeting, February 16, 2017 (Page 64)

### B. Personnel Actions

1. Report of Certificated Staffing Actions (Page 67)
2. Report of Classified Staffing Actions (Page 68)

### C. Monthly Fiscal Report (Page 69)

The monthly Fiscal Report is provided for information.

### D. Quarterly SISC GASB 45 Trust Investment Report (Page 77)

The annual GASB 45 Trust Investment Report is submitted for information.

E. Budget Guidelines and Budget Assumptions (Page 81)

It is recommended the Board approve the 2017-18 Budget Guidelines and Budget Assumptions.

F. College Readiness Block Grant (Second Reading) (Page 90)

It is recommended that the Board approve the proposed College Readiness Block Grant for funding.

G. Summer School Schedule (Page 91)

It is recommended the Board approve the 2017 Summer School schedule.

H. Donation (Page 92)

It is recommended the Board approve the donation of campus beautification for San Luis High School from Comcast.

I. Contracts/Agreements/Proposals :

1. Agreement, Hanover Research Partnership, research solutions (Page 96)
2. Agreement, Merced County Regional Occupational Program (Page 102)
3. Valley Community School, student lunches (Page 107)

J. Overnight/Out-of-State Travel

1. Travel, PHS/LBHS College Road Trip, April 17-19, 2017 (Page 112)
2. Travel, CE Wagon Train Trip, Madera, Ca, May 18-21, 2017 (Page 113)

K. Approval/Ratification of Warrants

Motion By \_\_\_\_\_ Seconded by \_\_\_\_\_

**Proposed Action:** Approve Consent Calendar as listed. **(ROLL CALL VOTE)**

X. **DISCUSSION, INFORMATION & FUTURE AGENDA ITEMS** (Board-Superintendent)

XI. **REPORTING CLOSED SESSION ACTION**

The Board will report action taken at the closed session held prior to the meeting.

XII. **CLOSED SESSION** (If necessary)

XIII. **REPORTING CLOSED SESSION ACTION** (If necessary)

The Board will report on action taken at the closed session.

XIV. **ADJOURNMENT**

Americans with Disabilities Act Assistance: Auxiliary aids and services include a wide range of services and devices that promote effective communications for individuals with disabilities. If you require such assistance, please notify the Office of the Superintendent at 826-3801 as soon as possible. Every effort will be made to give primary consideration to expressed preferences or provide equally effective means of communication to insure equal access to Los Banos Unified School District programs and events.

## Board Reference Material

**SUBJECT TITLE:**    2016-17 2nd Interim Report

**REQUESTED ACTION:**    Approve the 2016-17 2nd Interim Report

Action      X  

Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve the 2nd Interim Report which positively certifies that the District can meet its obligations for the current year, and two subsequent years.

**BACKGROUND INFORMATION:**

Current law requires the Board to certify the financial condition of the District twice annually. Attached is the 2nd Interim Report for the period ending January 31, 2017.

The interim report itself will come under a separate cover.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Goal #8: Maintain a reasonable balance between the need for long term fiscal stability and the support of students, teachers and programs.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

**SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):**

N/A

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ORIGINATOR:    Don Laursen, Director of Fiscal Services

Date:    March 9, 2017

## Board Reference Material

**SUBJECT TITLE:** California Cash Reserve Program

**REQUESTED ACTION:** Approve Resolution 03-17 to participate in the 2017-18 California Cash Reserve Program

Action   X   Discussion/Information                   

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**RECOMMENDATION:**

We recommend that the Board adopt attached Resolution 03-17. This will allow management to move forward in this beneficial program for school districts. We are not obligated to participate as a result of Resolution adoption. The Resolution simply delegates to management the right to decide on participation prior to the time of debt issuance.

**BACKGROUND INFORMATION:**

By passing the Resolution under consideration, we will have the opportunity to participate in the Cash Reserve Program sponsored by California School Boards Association Finance Corporation. The Program consistently issues Tax and Revenue Anticipation Notes (TRANs) for more than half of all California school districts, community college districts, and county offices of education that issue TRANs. 2017-18 will be the 30th year of the Program. Through participation in the Program, we would be able to issue a TRAN as part of this cost-effective pooled structure.

An overview of this cash management concept and the Program are provided below:

**TRANs** are short-term debt instruments issued to create an additional reserve to the general fund. For us, this reserve would act as a cushion to the general fund in the event the District experiences temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven manner) and the expenditure of general fund monies (generally paid out in a more level fashion).

**TRANs Economics:** We borrow money by issuing a tax-exempt note and the proceeds, when not needed for cash flow, are invested in a taxable investment. This would generate interest income to offset part of the interest cost and decrease the overall cost of the transaction.

**Cash Reserve Program Background:** The first Program was issued in June of 1988 for six districts with an aggregate issue amount of \$9.6 million. Since then, the Program has grown dramatically in size, servicing the majority of California school district TRAN issuers. Highlights of the Program are as follows:

- Participants benefit from a cost-effective and administratively simple method to issue their TRANs.
- Documentation is streamlined for governing board approval.
- Participants benefit from year-round administrative assistance.

**Cash Reserve Program Process:** The Program involves the following key steps:

1. **Adoption of Resolution:** Adoption of the Resolution does not obligate the District to participate in the Program. The Resolution simply delegates to management the right to decide on participation.
2. **Cash Flow and Credit Background Process:** Participants submit a completed credit questionnaire and financial information (including audits, budget, interim reports and cash flow projections) that is used to develop an initial pro-forma cash flow statement for 2017-18. Dale Scott & Company works with us to review, revise and finalize the cash flow statement and TRAN issuance amount. The cash flows are reviewed by Orrick, Herrington & Sutcliffe, the Program's Bond Counsel.
3. **Pricing:** The pricing of the issue is anticipated to occur in early June. At that time, the interest rate on the debt will be locked in. We are not obligated to participate until we acknowledge issuance prior to the sale of notes.
4. **Closing:** Closing of the issue will occur in early July. We will then have access to the proceeds of the TRAN to meet our temporary cash flow needs.

#### **HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This is an operational activity and does not directly support a specific Board goal.

#### **ALTERNATIVES/IDENTIFIED OPPOSITION:**

We could borrow from ourselves, but there may be insufficient balances to do so. We could issue a TRAN outside of the pooled structure, but the cost would increase significantly. We could attempt to borrow from the County Treasurer, but that process has never actually been put in place in Merced County. The process outlined here is the most cost effective and administratively simple way to enable a layer of insurance for the District against this specific business risk.

#### **SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):**

Our cash flow projections indicate a potential cash flow shortfall during August through November 2017. The TRAN borrowing proposed here would be paid back in the Spring of 2018.

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ORIGINATOR: Don Laursen, Director of Fiscal Services

Date: March 9, 2017

**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  
03-17**

**NAME OF DISTRICT: LOS BANOS UNIFIED SCHOOL DISTRICT\***

**LOCATED IN: COUNTY OF MERCED**

**MAXIMUM AMOUNT OF BORROWING: \$10,000,000**

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2017-2018 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2017-2018 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, 2018 ("Fiscal Year 2017-2018") by the issuance of its 2017-2018 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

\* 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).



**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.**

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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, 2018 ("Fiscal Year 2017-2018") by the issuance of its 2017-2018 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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Year 2017-2018 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; \*\* and

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Section 1080, Section 42647, 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 2017-2018 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 2017-2018 which will be received by or will accrue to the District during such fiscal year for the general

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

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 2017-2018 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"), and Dale Scott & Company, as financial advisor for the Program (the "Financial Advisor"), 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 and the Financial Advisor 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 and the Financial Advisor, 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 and the Financial Advisor, 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 2017-2018 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 "2017-2018 [Subordinate]\*\* Tax and Revenue Anticipation Notes, Series \_\_\_" in one or more of the following Series, in order of priority of payment as described herein:

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

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

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

\* 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.

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 2017-2018 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 2017-2018 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a “Supplemental Resolution”).



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

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

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

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

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

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

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and

the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

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

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

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

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

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

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2017-2018, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, 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, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes 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 such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management 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. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the “Yes” box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

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) five thousand dollars (\$5,000). 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, 2017 (or the date of adoption of this Resolution if after May 1, 2017) through June 15, 2018 (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, the Financial Advisor 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. Dale Scott & Company (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 financial advisor 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, 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 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 Financial Advisor (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 day 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 year 2017 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such 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 2017, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such 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 2017, will, at the time of the issuance of such 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 Notes.

For Notes issued in calendar year 2018 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such 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 2018, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such 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 2018, will, at the time of the issuance of such 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 Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) 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 (or any Tax-Exempt Series of Pool Bonds related thereto), 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 (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term “Tax-Exempt” shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) 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 2017-2018 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 Financial Advisor 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) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment

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

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

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

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

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

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

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



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

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

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

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

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2017-2018 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 2017-2018 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 2017-2018, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2011-2012 through Fiscal Year 2015-2016, 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 2016-2017 and 2017-2018, respectively.

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

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, 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.

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

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

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases

and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

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

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

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

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2017 (the "Fiscal Year 2016-2017") 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 Financial Advisor, 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 2016-2017 or Fiscal Year 2017-2018 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2017-2018.

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

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, 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 (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2017-2018 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish

and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2017-2018 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

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

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

Section 14. Events of Default and Remedies.

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

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

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

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition 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. Adverse tax opinions or 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., 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 (including mutual insurance 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  
2017-2018 [SUBORDINATE]\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_

Date of  
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE  
SERIES PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

	Interest Rate _____%		Maturity Date _____, 20__	
First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
_____% of the total of [principal] [interest] [principal and interest] due at maturity	_____% of the total of [principal] [interest] [principal and interest] due at maturity	_____% of the total of [principal] [interest] [principal and interest] due at maturity	_____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on \_\_\_\_\_ 1, 20\_\_ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest

\* 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).

payment date or to pay the principal of or interest on this Note on the 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 2017-2018 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 Revenues to be deposited

\* 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.



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.

RESOLUTION CERTIFICATE

I, Mr. Dean Bubar, Secretary of the Governing Board of Los Banos 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 Los Banos Unified School District duly and regularly held at the regular meeting place thereof on the \_\_\_ day of \_\_\_\_\_, 2017, 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 1717 S. 11th Street, Los Banos, 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 \$10,000,000.

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
Mr. Dean Bubar  
Secretary of the Governing Board  
of Los Banos Unified School District

## Board Reference Material

**SUBJECT TITLE:**     LCAP Update

**REQUESTED ACTION:** Discussion only

Action \_\_\_\_\_

Discussion/Information   X  

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**RECOMMENDATION:**

Staff will update the Board on the progress of the implementation of the Local Control Accountability Plan (LCAP) for the 2016-17 school year.

**BACKGROUND INFORMATION:**

In June of 2015, our District approved and adopted the second LCAP required by the state for the new Local Control Funding Formula (LCFF). The LCAP addresses the District's goals and funding priorities for the next 3 years. Staff will share with the Board the progress made so far towards those goals along with the programs and funding to support them.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

The information to be shared addresses a variety of Board goals.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

None

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ORIGINATOR: Paul Enos and Paula Mastrangelo, Assistant Superintendents  
Date: March 9, 2017

## Board Reference Material

**SUBJECT TITLE:**    PERS Golden Handshake – Classified Employees

**REQUESTED ACTION:** Hold public hearing disclosing interested CSEA members in a Golden Handshake retirement option and adopt resolution

Action      X                        Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board hold a public hearing disclosing the approximate number of CSEA Members who have indicated their interest in the PERS Golden Handshake retirement option and adopt Resolution 02-17 to open the PERS Golden Handshake window period for eligible classified employees.

**BACKGROUND INFORMATION:**

Per the CSEA Collective Bargaining Agreement, the District will open a window for the PERS Golden Handshake retirement option. Eligible employees include classified employees who are eligible to retire from PERS during the window period. The Golden Handshake offer is available to all PERS members including CSEA, Management, Confidential, Supervisors and Teachers. The District intends for a net savings to result from this action.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Operational Activity – Not in direct support of Board goals

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

**SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):**

If eligible individuals retire, there would be a salary and benefit savings realized from hiring replacements.

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ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources  
Date: March 9, 2015

**LOS BANOS UNIFIED SCHOOL DISTRICT**

**Resolution #02-17**

**RESOLUTION TO GRANT A DESIGNATED WINDOW PERIOD FOR TWO YEARS  
ADDITIONAL PERS SERVICE CREDIT**

WHEREAS, Los Banos Unified School District participates in the Public Employees' Retirement System; and

WHEREAS, Los Banos Unified School District desires to provide a designated window period for two years additional service credit (Section 20904) based on the collective bargaining agreement which provided for two years additional service credit (Section 20904) for eligible members; then,

NOW, THEREFORE, BE IT RESOLVED

that the Los Banos Unified School District does hereby authorize this Resolution, indicated a desire to add a designated window period from June 2, 2017 through October 1, 2017, for eligible members in the Los Banos Unified School District.

Adopted and approved this ninth day of March, 2017.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Los Banos Unified School District

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(Presiding Officer of the Board)

## Board Reference Material

**SUBJECT TITLE:** Declaration of Need for Fully-Qualified Teachers

**REQUESTED ACTION:** Adopt

Action   X  

Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board adopt a Declaration of Need through June 30, 2018, certifying that there are an insufficient number of certificated personnel who meet District specified employment criteria for designated positions.

**BACKGROUND INFORMATION:**

The Commission on Teacher Credentialing requires school districts to annually identify teaching positions for which fully credentialed educators will not be available. Without this Declaration of Need, the District cannot hire emergency permit holders in the identified areas.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This is an operational activity that does not support a specific Board goal.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None at this time.

**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

None

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ORIGINATOR: Tammie Calzadillas, Assistant Superintendent, HR

Date: March 9, 2017



## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: \_\_\_\_\_  
 Revised Declaration of Need for year: 2017-2018

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Los Banos Unified School District District CDS Code: 65755

Name of County: Merced County CDS Code: 24

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 03 / 09 / 17 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2014.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Tammie Calzadillas</u>		<u>Assistant Superintendent, HR</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>209-826-6810</u>	<u>209-826-3801</u>	<u>March 9, 2017</u>
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>1717 S. 11th Street, Los Banos, Ca 93635</u>		
<small>Mailing Address</small>		
<u>tcalzadillas@losbanosusd.k12.ca.us</u>		
<small>E-Mail Address</small>		

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, 2018.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Tammie Calzadillas

Assistant Superintendent

*Name*  
209-826-6810

*Signature*  
209-826-3801

*Title*  
03/09/2017

*Fax Number*  
1717 S 11th Street, Los Banos California 93635

*Telephone Number*  
*Date*

*Mailing Address*  
tcasadillas@losbanosusd.k12.ca.us

*E-Mail Address*

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	3
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization:	
<input type="checkbox"/> Resource Specialist	
<input type="checkbox"/> Teacher Librarian Services	
<input type="checkbox"/> Visiting Faculty Permit	

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	3
Special Education	0
<b>TOTAL</b>	<b>8</b>



**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. \_\_\_\_\_

Does y our agency participate in a Commission-approved college or university internship program?  Yes  No

If yes, how many interns do you expect to have this year? 18

If yes, list each college or university with which you participate in an internship program.

Stanislaus State University, Fresno State University, National University, San Joaquin Co

\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_  
\_\_\_\_\_

**LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF EDUCATION  
February 2, 2017**

District Office  
Board Room

The meeting was called to order at 5:00 P.M. by Mr. Parreira.

Call to Order

PRESENT: Mr. Areias, Ms. Benton, Ms. Goin-Soares, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith

Roll Call

The audience was led in the Pledge of Allegiance by Ms. Megan Goin-Soares.

Pledge of  
Allegiance

None

Public Forum

Trustees heard presentations and interviewed the following Superintendent Search Firms: Leadership Associates; The Cosca Group; Education Leadership Service.

Superintendent  
Search Consultants

Once the interviews concluded, Trustees discussed the process for selecting a firm. Mr. Parreira said voting will take place at the regular board meeting on February 9, 2017. He asked that the Board decide on a date to meet with the firm once selected. Trustees agreed on two possible dates: February 16, 2017 or February 21, 2017.

The meeting was adjourned by Mr. Parreira at 7:25 P.M.

Adjournment

\_\_\_\_\_  
Superintendent

LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF EDUCATION  
February 9, 2017

City Hall  
Council Chambers

Mr. Parreira called the meeting to order at 6:30 P.M.

Call to Order

PRESENT: Mr. Areias, Ms. Benton, Ms. Goin-Soares, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith

Roll Call

A closed session was held prior to the beginning of the regular meeting for:

Closed Session

1. Student Discipline: Cases #174253421, #2500910, #7146726546, #5136978802
2. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Dean Bubar, Tammie Calzadillas, Paul Enos and Paula Mastrangelo; Employee Organization: Unrepresented (No action).

The regular session was opened at 7:08 P.M.

Regular Session

The audience was led in the Pledge of Allegiance by Mr. Dennis Areias.

Pledge of  
Allegiance

On motion by Member Benton, seconded by Member Areias, Trustees approved the agenda as submitted with an addition to Item A – Green Valley Charter School Petition Resolution 01-17 and Consent Calendar Item J – Overnight Travel, LBHS Tennis Team. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Approval of  
Agenda

Patricia Ramos Anderson extended an invitation to the Board and District staff to attend the California Association for Bilingual Education Conference and the Pepperdine Annual Banquet.

Public Forum

Mr. Bubar presented a plaque of recognition to Sutter Health thanking them for their recent donation of \$200,000 to the District mental health program.

Recognition/  
Introductions

Los Banos High School Student Representative, Bailey Allen reported on the many activities at Pacheco High School and Los Banos High School.

Student Report

Mr. Jason Walsh, LBTA President, came forward and said he recently asked himself, what three traits make an effective teacher? After giving it some thought he decided the three most important traits from least important to most important were; knowledge, dedication/passion, and ability to build relationships. He said he asked his students what they thought were the three most important traits a teacher must have. He said 12% of the students felt knowledge was most important, 33% said work ethic/dedication was most important, and 53% said the ability to build relationships was the most important. He stated that he asked himself what traits would he like to see in the new Superintendent. He concluded that the traits would be the same. He stated that knowledge and dedication are necessary; but it is essential that they build relationships with people in order to be successful. He stated that if Trustees select a Superintendent with these traits he will not only work with them, he will follow them.

LBTA Report

No Report

CSEA Report

Mr. Bubar congratulated the Los Banos High School Decathlon Team that took second place in a recent Merced County completion. He also congratulated Athletic Director, Joe Barcellos, who was recently selected as the recipient of the Sac-Joaquin Section Athletic Director of the Year Award. He said it was an honor to recently meet the new Merced College President, Chris Vitelli and is looking forward to working with him.

Superintendent's Report

Mr. Tom Worthy, Director of Facilities, Maintenance and Transportation, came forward and provided an update on the addition to Mercey Springs Elementary School.

Facilities Report

Ms. Benton said she recently judged the Los Banos Elementary School Poetry Contest and was very impressed with the student's performance. She also attended Challenge Day at both Los Banos Junior High School and Creekside Junior High School, stating it was very intense. She said the FFA Dinner Dance was a great event, very enjoyable and well attended. She said she is excited about the Superintendent Search process. Mr. Munoz reported that he also attended the recent Challenge Day at the junior high schools, stating that it was a powerful presentation and he learned a lot. He thanked Ms. Nancy Velador, for hosting a very informative excel training day. Mr. Areias – ditto, Ms. Smith said she attended the Martin Luther King Day Walk and Celebration. She thanked Ms. Ila Nelson for organizing the Black Student Union at Pacheco High School and for their participation in the event. Ms. Goin-Soares said that even though her children attend Green Valley Charter School, she will vote on whether or not to renew the charter petition. She said that as a Board member she represents all students. She said she will be teaching a class on social media safety and bullying for the LBHS S Club on February 15<sup>th</sup>. Mr. Martinez thanked everyone for coming to the meeting. He said that nationwide school security is huge concern. He said he would like to hold a study group to see what can be done to improve the District security and asked those interested in being a part of the study contact him. Mr. Parreira congratulated LBHS Athletic Director Joe Barcellos and Tennis Coach Lynn Barcellos on the awards they both recently received. He thanked Mr. Joe Gutierrez for hosting a welcome reception for the new Merced College President Chris Vitelli. He said the event was a great way to meet and talk with the new president. He said the Superintendent job search will be starting, it will be a long process and he hopes we get a qualified candidate.

Trustee Reports

Green Valley Charter School staff, parents and students came forward in support of the Petition for Charter Renewal. Mrs. Tammie Calzadillas reported District staff had reviewed the petition and recommend non-renewal. Scott Holbrook, with Atkinson, Andelson, Loya, Ruud & Romo, came forward and reviewed Resolution #01-17. He recommended the Board deny petition. Trustees discussed the findings and the recommendation. On a motion by Member Areias, seconded by Member Munoz, Trustees adopted Resolution #01-17 denying the Renewal Charter Petition for the Green Valley Charter School. Ayes: Areias, Benton, Munoz, Parreira; Noes: Goin-Soares, Martinez, Smith; Absent: 0. Motion carried.

Green Valley Charter School – Petition for Charter Renewal

On a motion by Member Areias, seconded by Member Parreira, Trustees cast its vote for candidate Adam Cox as representative to the California School Boards' Association Delegate Assembly. Ayes: Areias, Benton, Goin-Soares, Martinez, Parreira; Noes: Munoz, Smith; Absent: 0. Motion carried.	CSBA Delegate Assembly Election
Mr. Paul Enos reviewed the proposed funding for the College Readiness Block Grant.	College Readiness Block Grant
Mr. Paul Enos provided a report on the Local Control Accountability Plan (LCAP), reviewing goals #2 and #5 of the plan.	LCAP Report
On a motion by Member Areias, seconded by Member Martinez, Trustees approved a Provisional Internship Permit for; Soberanes, Sally – English Teacher Grades 9-12- Pacheco High School. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	Provisional Internship Permit
Ms. Patricia Ramos Anderson came forward and asked Trustees to choose a search firm from an outside entity and requested the committees be diverse. On a motion by Member Areias, seconded by Member Benton, Trustees approved the selection of Leadership Associates as the executive search firm that will lead the search for a new Superintendent Ayes: Areias, Benton, Goin-Soares, Martinez, Parreira, Smith; Noes: Munoz; Absent: 0. Motion carried.	Superintendent Search Firm
On motion of Member Areias, seconded by Member Goin-Soares, Trustees approved the Consent Calendar as submitted. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	CONSENT CALENDAR
Trustees approved minutes of the regular meeting held on January 12, 2017.	Minutes
Certificated Retired: Orr, James – effective 6/30/2017, Branvold, James – effective 6/30/2017; Appointments:Greenwood, Michael – Girls Head Varsity Softball Coach, LBHS; Zorra, Manuel – Girls Head Freshmen Softball Coach, LBHS; Cooksey, Brittne – Asst. Track Coach, PHS; Mendoza, Lerissa- Girls Head Freshmen Softball Coach, LBHS; Soliz, Greg – Boys Varsity Volleyball Coach, LBHS; De Alba, Sergio – Pentathlon Coach, RME; Branco, Glenn – Girls Assistant Softball Coach, LBHS; Lugo, Ernie- Boys Baseball Head Coach, LBHS Thomas, Doug – Boys Assistant Varsity Baseball Coach, LBHS; Wilson, Mike – Boys Head Freshmen Baseball Coach, LBHS; Sanchez, Lorinda – Girls JV Softball Coach, LBHS; Coleman, Kevin – Boys JV Volleyball Coach, LBHS; Mitchell, Laurence – Assistant Track Coach, LBHS; Kirk, Sarah – Assistant Track Coach, LBHS; Whillhite, Ernie – Assistant Track Coach, LBHS; Cooksey, Brittne – Assistant Track Coach, PHS; Brar, Dani – Assistant Track Coach, PHS; Gonzalez, Hector– Assistant Track Coach, PHS; Orabueno, Jason – Assistant Track Coach, PHS; Monroe, Edward – Girls Assistant Varsity Softball Coach, PHS; Yruegas, Rodney– Girls Assistant Varsity Softball Coach, PHS; Barger, Darryl – Boys 8 <sup>th</sup> Grade Baseball Head Coach. LBJHS: Classified New Hires: Ocaranza, Elizabeth – PHS, Bilingual Instructional Aide (6.0 Hrs); Garcia, Adriana – VE, Instructional Aide (3.5 Hrs); Juarez, Daniel – TR, Bus Driver (6.0 Hrs); Preciado, Susana – LBE, Instructional Aide (3.25 Hrs); Appointments: Brizzee, Danette – LBJH, Instructional Aide (2.0 Hrs); Resigned: Follick, Patricia – LEAP, Instructional Aide – Effective 2/3/2017; Levingston, Stacy – PreSchool, Instructional Aide – Effective 1/31/2017.	Personnel Actions

The monthly Fiscal Report was submitted for Board information.	Fiscal Report
The Board certified corrective actions taken by the District to correct the 2015-16 audit findings.	Certification of Corrective Actions for Audit Findings
The Board approved the 2017-18 Holiday Schedule for Management, Supervisory and Confidential employees.	Holiday Schedule, Unrepresented Employees
The Board approved the Comprehensive Safety Plans as submitted by each school site during the 2016-17 school year.	Comprehensive Safety Plans
The Board adopted the following mandated policy update: BP/AR 5141.52, Suicide Prevention.	Policy Update (Second Reading)
The Board adopt the following new course: Preparation of Integrated Math	Course Adoption (Second Reading)
Trustees approved the following agreements/contracts: 1. Agreement, Jeanette L. Garcia & Associates for audit services.	Agreements/Contracts
Trustees approved the following overnight/out-of-state travel: LBE Teachers, "iTeach 2 <sup>nd</sup> Grade" Conference, Las Vegas, NV, July 10-14,2017; MSE Teacher, "Differentiated Instruction" Conference, Las Vegas, NV, July 10-14, 2017; MSE Teacher, "iTeach 2 <sup>nd</sup> Grade" Conference, Las Vegas, NV, July 10-14, 2017; RME Teacher, "Differentiated Instruction" Conference, Las Vegas, NV, July 10-14, 2017; PHS Cheerleaders, Cheer Competition, Anaheim, CA, March 23-26, 2017; LBHS Teacher, Training Seminar, Reno, NV, April 6-7, 2017; PHS Teacher, NAEA Conference, New York, NY March 2-4, 2017; LBHS Teacher, NAEA Conference, New York, NY March 2-5, 2017; HME Teacher, Kagen Structures for the Little Ones, Las Vegas, NV, Feb. 18-20, 2017; PHS FFA overnight travel: Chico State Field Day, Chico, March 10-11, 2017; State Convention, Fresno, April 22-25, 2017; Cal Poly State FFA Finals, San Luis Obispo, May 5-6, 2017.	Travel
Trustees declared specified electronic equipment as obsolete and authorized disposal in accordance with Board Policy #3270	Obsolete Equipment
The Board declared specific library books and/or textbooks from Westside Union Elementary School as obsolete and dispose of in accordance with Board Policy #3270.	Obsolete Books
Trustees approved the warrants for payment.	Warrants
On motion by Member Areias, seconded by Member Benton, Trustees expelled student Case #174253421 from all District schools for the remainder of the 2016-17 school year and expelled student case #2500910, #7146726546, #5136978802 from all District schools for the remainder of the school year and including the fall semester of 217-18 school year. All students are referred to Valley Community Day School. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	Reporting Closed Session Action

Mr. Areias asked Mr. Bubar the status of mitigation agreements with all of the new homes being built. Mr. Bubar reported some projects being built are outside of mitigation agreement. He said there is one new development that he has met with and the District is working to finalize a mitigation agreement. Future Agenda  
Items

Mr. Parreira reminded Trustees to check their email regarding an upcoming board meeting with the new search firm. He said the meeting could be held on February 16 or February 21 at 5:15. He also thanked and commended Trustees for their hard work, stating that tonight's meeting was a difficult decision.

The meeting was adjourned by Mr. Parreira at 9:29 P.M. Adjournment

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SECRETARY

**LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF EDUCATION  
FEBRUARY 16, 2017**

District Office  
Board Room

The meeting was called to order at 5:15 P.M. by Mr. Parreira.

Call to Order

PRESENT: Mr. Areias, Ms. Benton, Ms. Goin-Soares, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith

Roll Call

The audience was led in the Pledge of Allegiance by Ms. Paula Mastrangelo.

Pledge of  
Allegiance

On motion by Member Benton, seconded by Member Areias, Trustees approved the agenda as submitted. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Approval of  
Agenda

On motion by Member Benton, seconded by Member Areias, Trustees approved the agreement with Leadership Associates, to conduct the Superintendent search. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Contract Agreement

Leadership Associate search consultants, Sally Frazier and Don Iglesias, met with the Board to receive direction on the desirable qualities/characteristics they are looking for in the new superintendent, input on District strengths and challenges, set a timeline schedule, and identify community groups and others to be interviewed. Mr. Parreira was designated liaison and spokesperson for the Board during the search process. (See Board Appendix enclosure for detailed list).

Superintendent  
Search Consultants

The meeting was adjourned into closed session at 6:50 P.M. to discuss potential candidates.

Closed Session

The meeting was adjourned by Mr. Parreira at 7:09 P.M.

Adjournment

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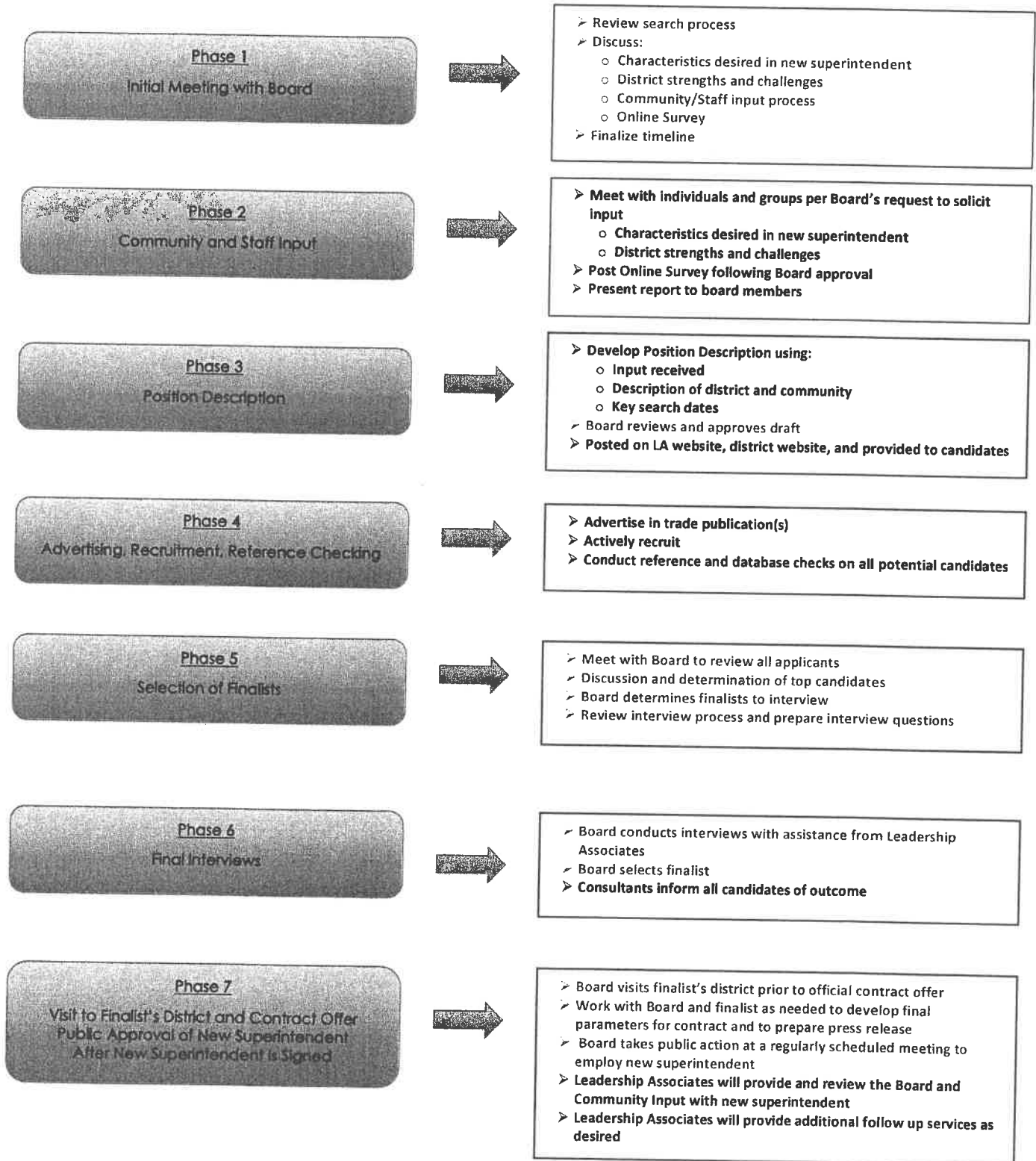
Superintendent



**ADOPTED TIMELINE**

DATE	EVENT	
January, February, 2017	By January 20, 2017	Board receives proposal
	January 2017	Review of Proposals by the Board
	February 2 and 9, 2017	Board interviews and selects search firm
March, 2017 <b>(Phases 1-4)</b>	February, 16, 2017	<i>Board meets with consultants and determines characteristics, skills &amp; qualities desired in a new superintendent, Board publicly announces timeline and procedures for superintendent selection</i>
	Week of March 6, 2017	Consultants meet with staff and community designated by Board to receive input <b>*Online survey posted March 3-13</b>
	February/March 2017	Consultants begin identifying candidates Development and posting of a recruitment materials and Position Description
	March 6 and 13, 2017	Advertising and active recruitment <u>ACSA EdCal</u> , March 6 and 13, 2017
March, April, 2017 <b>(Phase 5)</b>	March 24, 2017, 5 p.m.	<b>Deadline for applications</b>
	March/April, 2017	Consultants complete comprehensive reference and background checks on applicants
	April 20, 2017	<i>Board meets with consultants in closed session, reviews all applications and selects finalists to be interviewed</i>
April, May, 2017 <b>(Phases 6-8)</b>	April 26 and 27, 2017	<i>Board interviews finalists in closed session</i>
	Week of May 1, 2017	<i>Board visits community of leading candidate.</i>
	May 11, 2017	<i>Board approves superintendent contract at a <b>regularly scheduled</b> board meeting</i>
July 1, 2017 <b>(Phase 9)</b>	(or as mutually agreed)	New Superintendent begins Transitional Workshop TBD

## LEADERSHIP ASSOCIATES SUPERINTENDENT SEARCH PROCESS



Note: Blue text indicates Board participation

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

Tammie Calzadillas, Assistant Superintendent

**REPORT OF CERTIFICATED EMPLOYMENT  
FOR BOARD APPROVAL – March 2017**

**APPOINTMENT:**

Etcheverry, Elyse – 3<sup>rd</sup> Grade Teacher- Mercey Springs Elementary-effective 8/1/2017

**RESIGNED**

Atkins, Emily – Science Teacher, Los Banos Junior High School-effective 6/30/2017

**RETIRED:**

Villarreal, Maria – effective 6/30/2017

McNally, Patricia– effective 6/30/2017

Arroyo-Lopez, Patricia – effective 6/30/2017

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**EXTRA DUTY APPOINTMENTS:**

Martinez, Erica – Girls 8<sup>th</sup> grade Head Softball Coach –Los Banos Junior High

Fuentes, Doug – Boys 7<sup>th</sup> grade Head Baseball Coach–Los Banos Junior High

Davies, Jamie – Girls 7<sup>th</sup> grade Assistant Softball Coach–Los Banos Junior High

Bellinger, Jesse – Boys 8<sup>th</sup> grade Assistant Baseball Coach–Los Banos Junior High

Bell, Chris – Girls 8th Head Softball Coach –Creekside Junior High

Mabe, Cody – Girls 7th Head Softball Coach –Creekside Junior High

Benton, Mikell - 7th/8th Girls Softball Assistant –Creekside Junior High

Fuentes, Armando - 8th Head Baseball Coach –Creekside Junior High

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

**REPORT OF CLASSIFIED EMPLOYMENT  
FOR BOARD APPROVAL – March 9, 2017**

Tammie Calzadillas, Assistant Superintendent

**New Hires:**

Hansen, Richard – TR, Mechanic/Bus Driver (8.0 Hrs)

**Appointments:**

Todd, Willie – LEAP, Instructional Aide (2.0 Hrs)

**Promotional:**

**Retired:**

**Resigned:**

Dardon, Mario – LEAP, Instructional Aide – Effective 2/1/2017

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## Board Reference Material

**SUBJECT TITLE:**     Monthly Fiscal Report

**REQUESTED ACTION:**  None—report only

                  Action\_\_\_\_\_

                                  Discussion/Information\_\_\_X\_\_\_

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**RECOMMENDATION:**

The attached reports are provided for informational purposes only.

**BACKGROUND INFORMATION:**

- Board Financial Summary Report, General Fund
- Enrollment Graphs
- Developer Fee Collection Report (summary only)

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This is an operational activity and does not directly support a specific Board goal.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

N/A

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ORIGINATOR: Don Laursen, Director of Fiscal Services  
Date: March 9, 2017

UNRESTRICTED/RESTRICTED COMBINED FUND: 01 GENERAL FUND/COUNTY SSF

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUE DETAIL							
	REVENUE LIMIT SOURCES :	98,020,196.00	780,940.00	98,801,136.00	60,416,788.02	38,384,347.98	61.14
	FEDERAL REVENUES :	5,318,775.00	1,379,241.00	6,698,016.00	1,948,169.92	4,749,846.08	29.08
	OTHER STATE REVENUES :	11,361,639.00	2,287,647.00	13,649,286.00	7,031,664.03	6,617,621.97	51.51
	OTHER LOCAL REVENUES :	674,599.00	616,019.00	1,290,618.00	958,489.39	332,128.61	74.26
* TOTAL YEAR TO DATE REVENUES		* * 115,375,209.00 *	5,063,847.00	* 120,439,056.00 *	70,355,111.36 *	50,083,944.64 *	58.41

EXPENDITURE DETAIL							
	CERTIFICATED SALARIES :	47,682,801.00	215,466.00	47,898,267.00	30,855,142.34	17,043,124.66	64.41
	CLASSIFIED SALARIES :	14,477,683.00	2,921,568.00	17,399,251.00	10,482,975.30	6,916,275.70	60.24
	EMPLOYEE BENEFITS :	29,358,417.00	630,498.00	29,988,915.00	17,094,214.05	12,894,700.95	57.00
	BOOKS AND SUPPLIES :	8,498,186.00	2,413,627.00	10,911,813.00	3,670,872.10	7,240,940.90	33.64
	SERVICES, OTHER OPER. EXPENSE:	7,072,701.00	1,200,376.00	8,273,077.00	4,899,903.49	3,373,173.51	59.22
	CAPITAL OUTLAY :	2,092,950.00	845,929.00	2,938,879.00	1,767,865.58	1,171,013.42	60.15
	OTHER OUTGOING :	1,475,000.00	112,322.00-	1,362,678.00	1,109,639.84	253,038.16	81.43
	DIRECT SUPPORT/INDIRECT COSTS:	.00	421,702.00-	421,702.00-	.00	421,702.00-	0.00
	PRIOR YEAR EXPENDITURE :	1,062,381.00		1,062,381.00	1,178,755.03	116,374.03-	110.95
* TOTAL YEAR TO DATE EXPENDITURES		* * 111,720,119.00 *	7,693,440.00	* 119,413,559.00 *	71,059,367.73 *	48,354,191.27 *	59.50

OTHER FINANCING SOURCES ( USES )							
	INTERFUND TRANSFERS - OUT :	3,500,000.00-	16,899.00-	3,516,899.00-	3,516,898.92-	.08-	99.99
	CONTRIB.- RESTRICTED PROGRAMS:	.00		.00	.00	.00	NO BDGT
* TOTAL YEAR TO DATE OTHER FINANCING		* 3,500,000.00-*	16,899.00-*	3,516,899.00-*	3,516,898.92-*	.08-*	99.99

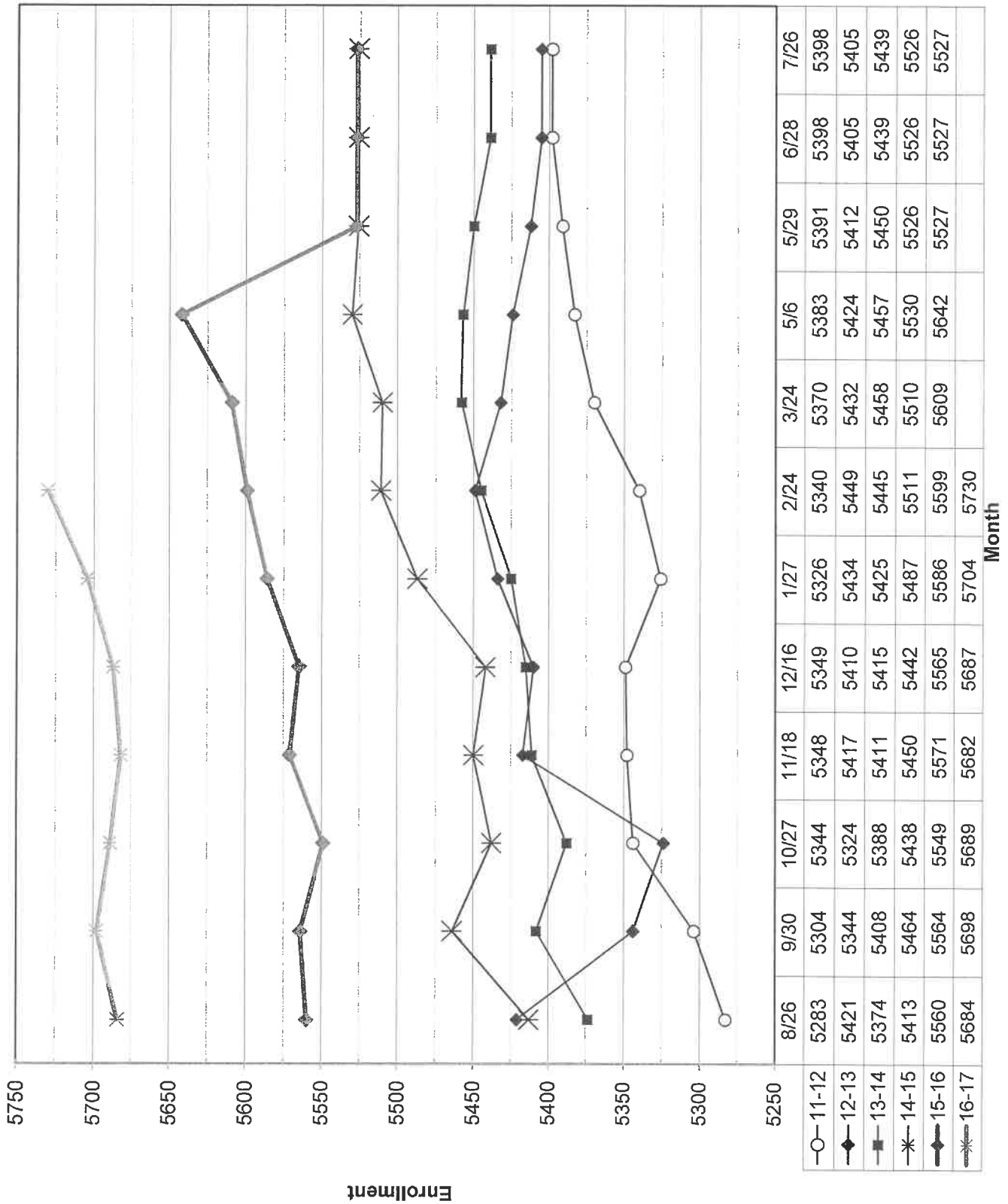
UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	12,047,838.33	4,548,992.48-	7,498,845.85
9130	REVOLVING CASH ACCOUNT	24,850.00	50.00	24,900.00
9135	CASH W/ FISCAL AGENT	5.06-	5.06	.00
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	3,287,454.67	3,144,784.95-	142,669.72
9310	DUE FROM OTHER FUNDS	298,187.81	298,187.81-	.00
9340	OTHER CURRENT ASSETS	2,250.00	.00	2,250.00
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,711,416.34-	1,978,459.93	732,956.41-
9522	STRS REF EXCESS CONTRIBUTION	160.31-	6.34	153.97-
9550	USE TAX LIABILITY	11,138.50-	966.16	10,172.34-
9553	REPAY	1,169.58	3,338.28	4,507.86
9554	INSURANCE	9,583.84	104,140.33	113,724.17
9556	MISC DISTRICT VOL-DEDS (1)		4,557.85-	4,557.85-
9557	Refunds of PERS, STRS, SS, MED		297.26-	297.26-
9564	RETIREE LIABILITY	99,663.30-	81,818.55	17,844.75-
9567	INSURANCE MISCELLANEOUS	.18-	.19	.01
9610	DUE TO OTHER FUNDS	22,614.73-	22,614.73	.00
9650	UNEARNED (DEFERRED) REVENUE	533,181.79-	533,181.79	.00
* NET YEAR TO DATE FUND BALANCE	**	12,293,154.02 *	5,272,238.99-*	7,020,915.03 *
* EXCESS REVENUES/(EXPENDITURES)	**	12,293,154.02 *	5,272,238.99-*	7,020,915.03 *

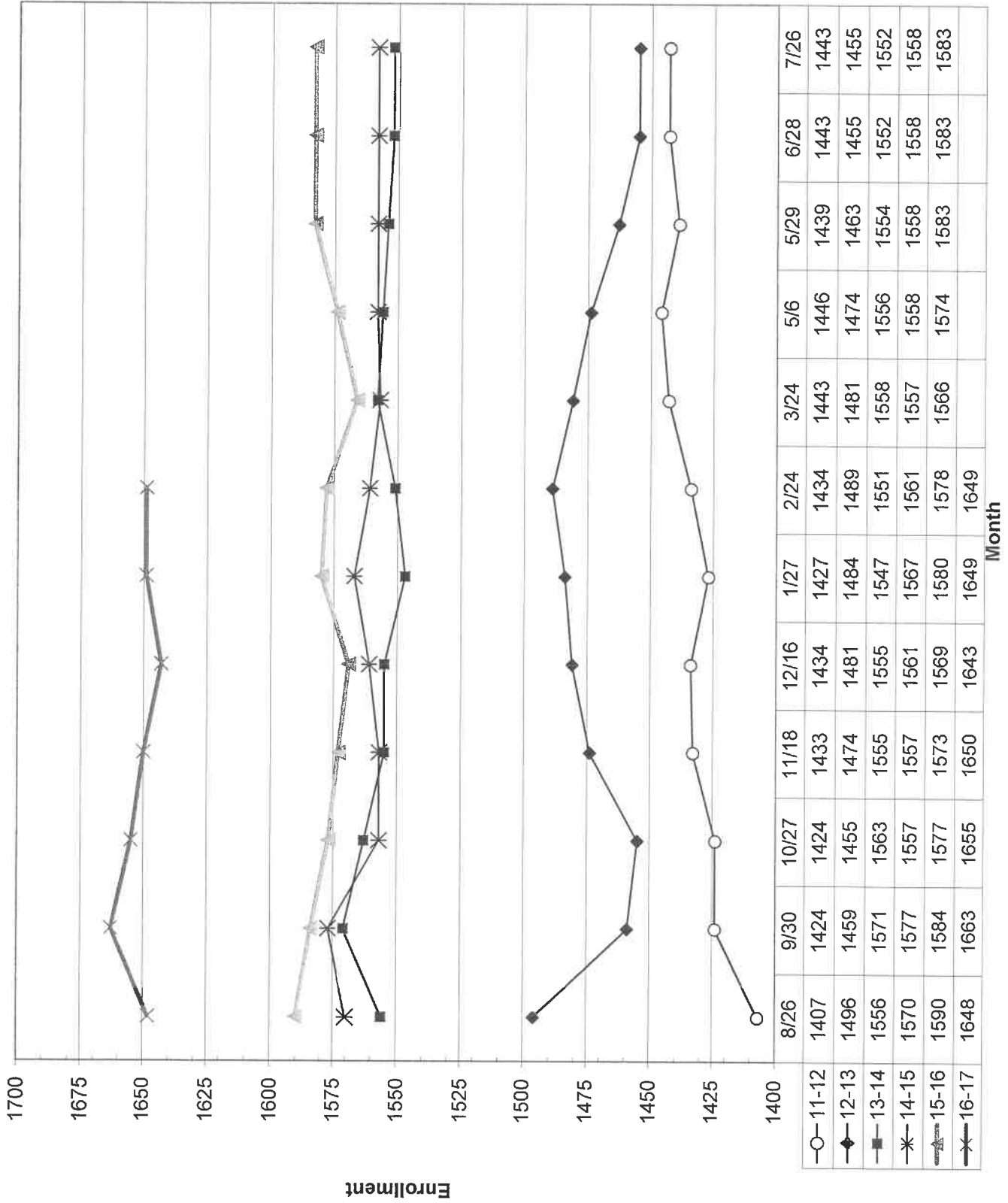
OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
A.	REVENUES	115,375,209.00	5,063,847.00	120,439,056.00	70,355,111.36	50,083,944.64	58.41
B.	EXPENDITURES	111,720,119.00	7,693,440.00	119,413,559.00	71,059,367.73	48,354,191.27	59.50
C.	EXCESS REVENUES ( EXPENDITURES )	3,655,090.00	2,629,593.00-	1,025,497.00	704,256.37-	1,729,753.37	0.00
D.	OTHER FINANCING SOURCES ( USES )	3,500,000.00-	16,899.00-	3,516,899.00-	3,516,898.92-	.08-	99.99
E.	NET CHANGE IN FUND BALANCE	155,090.00	2,646,492.00-	2,491,402.00-	4,221,155.29-	1,729,753.29	169.42
F. FUND BALANCE :							
	BEGINNING BALANCE (9791)	.00	.00	.00	.00	.00	NO BDGT
	AUDIT ADJUSTMENTS (9793)	.00	.00	.00	.00	.00	NO BDGT
	OTHER RESTATEMENTS (9795)	.00	.00	.00	.00	.00	NO BDGT
	ADJUSTED BEGINNING BALANCE	.00	.00	.00	.00	.00	NO BDGT
G.	ENDING BALANCE	155,090.00	2,646,492.00-	2,491,402.00-	4,221,155.29-	1,729,753.29	169.42

### K-6 Enrollment (including SDC) by Month

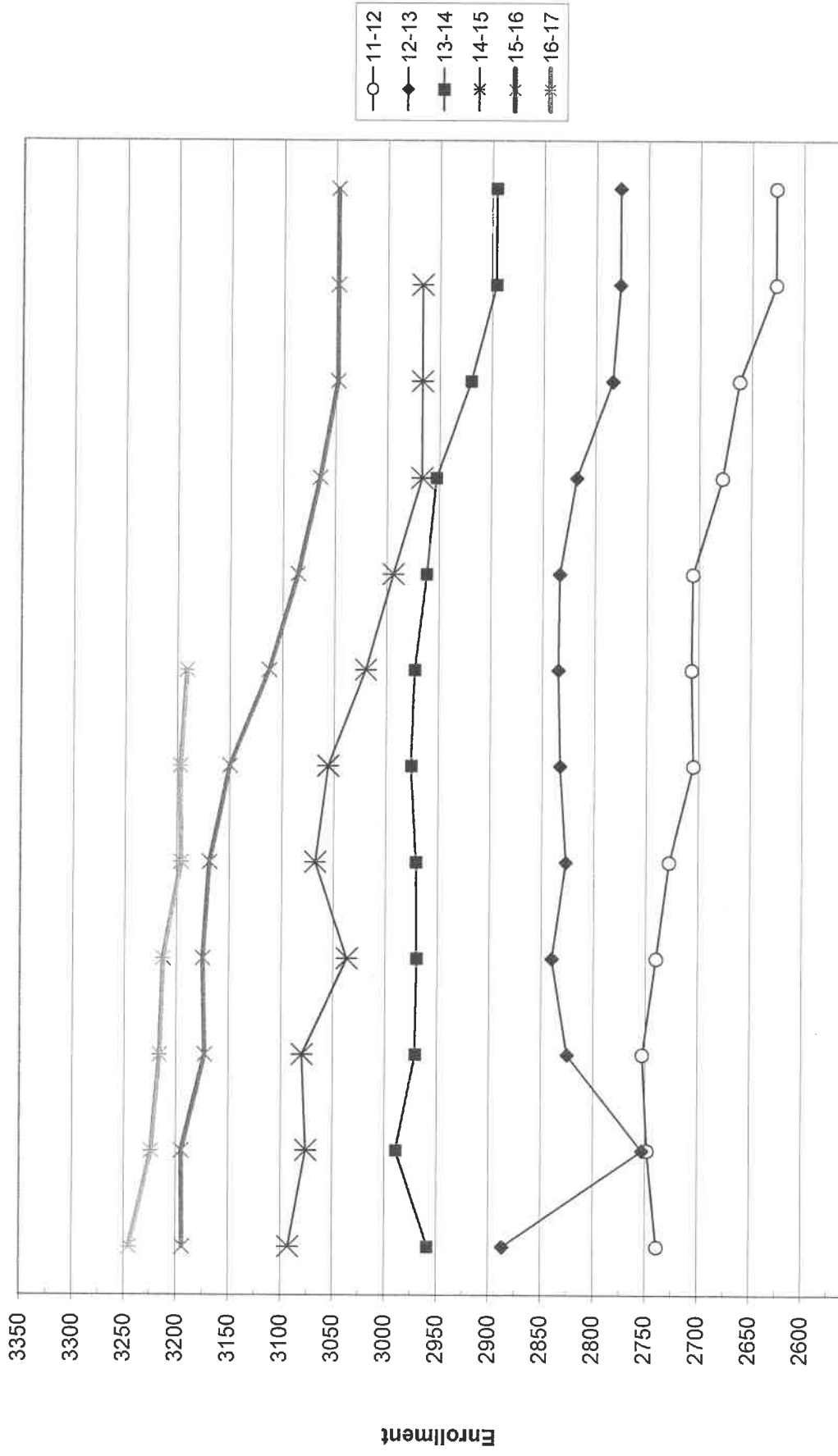




# 7-8 Enrollment (including SDC)

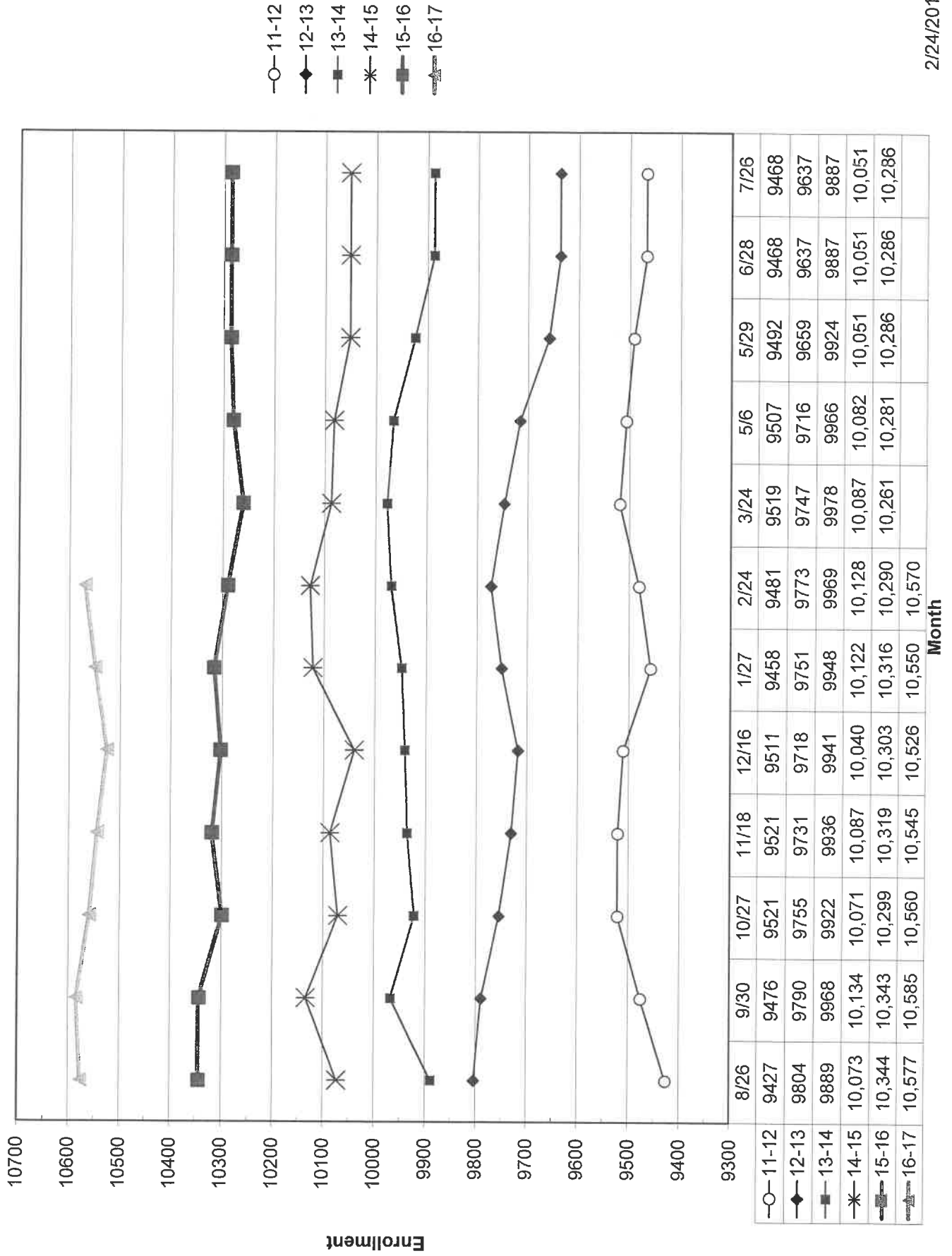


### 9-12 Enrollment (including SDC)



	8/26	9/30	10/27	11/18	12/16	1/27	2/24	3/24	5/6	5/29	6/28	7/26
11-12	2739	2748	2753	2740	2728	2705	2707	2706	2678	2662	2627	2627
12-13	2887	2753	2825	2840	2827	2833	2835	2834	2818	2784	2777	2777
13-14	2959	2989	2971	2970	2971	2976	2973	2962	2953	2920	2896	2896
14-15	3093	3076	3080	3037	3068	3056	3020	2994	2967	2967	2967	2967
15-16	3194	3195	3173	3175	3169	3150	3113	3086	3065	3048	3048	3048
16-17	3245	3224	3216	3213	3196	3197	3191					

### K-12 Enrollment (including SDC) by Month



2016-2017 Developer Fees

	Cumulative %	2013-14	Monthly %	Cumulative %	2014-15	Monthly %	Cumulative %	2015-16	Monthly %	Cumulative %	2016-17	Monthly %	Cumulative %
JUL	0.38%	\$6,082.26	2.25%	2.25%	\$117,386.08	12.91%	12.91%	\$109,941.25	7.48%	7.48%	\$5,731.20	0.54%	0.54%
AUG	0.38%	\$ -	0.00%	2.25%	\$78,003.40	8.58%	21.48%	\$105,310.08	7.17%	14.65%	\$26,649.18	2.52%	3.06%
SEP	0.38%	\$19,404.00	7.18%	9.42%	\$77,550.43	8.53%	30.01%	\$37,320.27	2.54%	17.19%	\$47,479.74	4.49%	7.55%
OCT	0.38%	\$4,692.00	1.74%	11.16%	\$185,797.66	20.43%	50.43%	\$19,825.11	1.35%	18.54%	\$51,686.41	4.88%	12.43%
NOV	0.38%	\$586.50	0.22%	11.38%	\$111,157.12	12.22%	62.65%	\$28,945.89	1.97%	20.51%	\$186,628.12	17.64%	30.07%
DEC	0.38%	\$0.00	0.00%	11.38%	\$272,878.32	30.00%	92.65%	\$82,174.85	5.59%	26.11%	\$60,503.79	5.72%	35.79%
JAN	0.38%	\$0.00	0.00%	11.38%	\$50,405.07	5.54%	98.19%		0.00%	26.11%	\$186,622.13	17.64%	53.42%
FEB	2.00%	\$489.60	0.18%	11.56%	\$1,345.14	0.15%	98.34%	\$61,428.06	4.18%	30.29%	\$379,179.06	35.83%	89.26%
MAR	40.41%	\$0.00	0.00%	11.56%		0.00%	98.34%	\$111,836.09	7.61%	37.90%	\$113,656.57	10.74%	100.00%
APR	88.18%	\$75,356.45	27.87%	39.42%		0.00%	98.34%	\$304,266.24	20.71%	58.61%		0.00%	100.00%
MAY	97.70%	\$0.00	0.00%	#NAME?		0.00%	98.34%	\$436,037.69	29.68%	88.29%		0.00%	100.00%
JUN	100.00%	\$163,815.38	60.58%	100.00%	\$15,090.57	1.66%	100.00%	\$171,996.03	11.71%	100.00%		0.00%	100.00%
TOTAL		\$270,426.19	100.00%		\$909,613.79	100.00%		\$1,469,081.56	100.00%		\$1,058,136.20	100.00%	
		50,000.00			513,000.00			250,000.00			250,000.00		

**Board Reference Material**

**SUBJECT TITLE: SISC GASB 45 Trust Investment Report**

**REQUESTED ACTION:** None (report)

Action \_\_\_\_\_ Discussion/Information  X

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**BACKGROUND INFORMATION:**

Attached for review is the most recent GASB 45 Investment Trust Report from Self Insured Schools of California (SISC), our GASB 45 Trust Administrator. It reflects the current balance of funds invested in the Trust, and the return on that investment.

The SISC GASB 45 Trust was established by the Board as a means of meeting its future Other Post Employment Benefits (OPEB) liability and represents the District's commitment to that financial responsibility. The Trust is actively managed and invested in public capital markets to seek a higher rate of return than the District could obtain through the county treasury. For the quarter ended 12/31/16 the Trust earned 0.09%.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This action supports Board goal #10: To maintain sufficient reserves to insure fiscal stability in the budget year and for the next two projected fiscal years.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

The Board could pay for all the future liabilities as they occurred, using current revenues available at that time. By establishing the Trust, the District's ability to meet its future liabilities and its credit rating in the financial markets is greatly improved.

**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

The Trust investment provides a reserve established to meet expected future post-employment retirement obligations. The amount in the Trust will be used exclusively for that purpose.

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ORIGINATOR: Don Laursen, Director Fiscal Services  
Date: March 9, 2017



January 30, 2017

**TO:** SISC GASB 45 Trust Participating Employers  
**FROM:** Kim A Sloan, CPA, Chief Financial Officer  
Self-Insured Schools of California  
**SUBJ:** **SISC GASB 45**  
**Statement for Quarter Ending December 31, 2016**

Your statement for the quarter ending **December 31, 2016** is now available on the SISC website. The statements provide information about your district's transaction activity and investment performance. A summary of the quarterly return is provided below. The detailed asset allocation and investment report will be provided after review by our Board of Directors on February 16, 2017.

	<u>July - September 2016 Quarter</u>
<b>SISC GASB 45</b>	0.09%

Additional commentary provided by our investment manager, Fred Bayles, Graystone Consulting, is presented below:

*The SISC GASB 45 Trust posted a respectable performance for 2016 as our asset allocation recommendations were well positioned for how 2016 played out.*

*Our MLP (Energy Master Limited Partnership) exposure rebounded nicely (+15%) after a rough 2015. As a moderate growth and income fund (the trust) we must, by investment policy statement, have exposure to fixed income (bonds.) This exposure while prudent, decreased performance a bit as the S&P 500 index was up close to 12%. Although we are not indexed against the S&P, one can see where the recent move up in the 10-year treasury bond yields in the fourth quarter put some pressure on performance. This is a natural phenomenon and the way 2017 is shaping up, our current asset allocation looks poised to perform well. The main point I would emphasize is the portfolio is well positioned for this new world we live in, so there is no reason to change our risk allocations into 2017 as market forecasters continue to raise growth and inflation expectations.*

*Nevertheless, at some point this year, we suspect these positive trends we now see will become priced in to the market and we will adjust our positioning. We continue to favor value over growth, high yield bonds and emerging market equity.*

*2017 is shaping up to be quite interesting on many fronts and we are off to a good start.*

If you have any questions, please contact Megan Hanson at [mehanson@kern.org](mailto:mehanson@kern.org), or (661) 636-4411.

Mailing address: P.O. Box 1808, Bakersfield, CA 93303-1808 <http://www.kern.org/sisc/>  
Street address: 2000 K Street, Bakersfield, CA 93301 (661) 636-4710

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A Joint Powers Authority administered by the Kern County Superintendent of Schools Office, Christine Lizardi Frazier, Superintendent

**SISC OPEB Trust – Moderate Growth  
2000 K Street – P.O. Box 1808  
Bakersfield, CA 93303-1808**

**Statement for October 1, 2016 – December 31, 2016**

Los Banos Unified School District  
Don Laursen  
1717 S. Eleventh Street  
Los Banos, CA 93635

**Final**

**ACCOUNT SUMMARY**

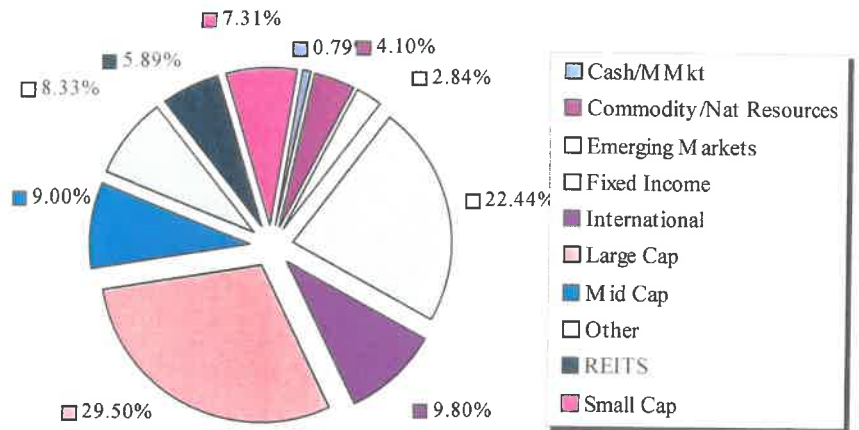
Beginning Date	Ending Date	No. of Days Invested	No. of Days In Quarter	Amount Invested	Weighted Average
				\$3,421,387.61	\$3,361,090.28
				Ending Account Value at 12-31-16	\$3,424,248.41
				Amount Invested	\$3,421,387.61
				Return on Investment (\$)	\$2,860.80
				Weighted Average Balance	\$3,361,090.28
				Quarterly Return on Investment:	0.09%

**TOTAL POOL**

**Ending Account Market Value:** **\$184,002,646.66**

**Investment Allocation**

Cash/MMkt	0.79%
Fixed Income	22.44%
Large Cap	29.50%
Mid Cap	9.00%
Small Cap	7.31%
International	9.80%
Commodity/Nat Resource	4.10%
REITS	5.89%
Emerging Markets	2.84%
Other	8.33%
	100.00%



Your account performance was calculated using a weighted rate of return based on the level and timing of cash flows in and out of the Trust.

**SISC OPEB Trust – Moderate Growth**  
**2000 K Street – P.O. Box 1808**  
**Bakersfield, CA 93303-1808**

**Statement for October 1, 2016 – December 31, 2016**

Los Banos Unified School District  
 Don Laursen  
 1717 S. Eleventh Street  
 Los Banos, CA 93635

**Final**

**ACCOUNT SUMMARY**

	Beginning Date	Ending Date	No. of Days Invested	No. of Days In Quarter	Amount Invested	Weighted Average
Beginning Account Value	10/01/2016	12/31/2016	92	92	\$3,245,314.50	\$3,245,314.50
Contributions	10/03/2016	12/31/2016	90	92	\$10,160.04	\$9,939.17
Distribution	10/12/2016	12/31/2016	81	92	(\$12,093.17)	(\$10,647.25)
Contributions	10/18/2016	12/31/2016	75	92	\$96,385.16	\$78,574.86
Contributions	10/31/2016	12/31/2016	62	92	\$5,703.58	\$3,843.72
Distribution	11/03/2016	12/31/2016	59	92	(\$2,187.83)	(\$1,403.06)
Contributions	11/07/2016	12/31/2016	55	92	\$97,057.84	\$58,023.71
Distribution	11/08/2016	12/31/2016	54	92	(\$38,297.70)	(\$22,479.08)
Distribution	11/10/2016	12/31/2016	52	92	(\$15,850.64)	(\$8,959.06)
SISC Admin Fee	11/14/2016	12/31/2016	48	92	(\$405.66)	(\$211.65)
Trustee Fees	11/14/2016	12/31/2016	48	92	(\$405.66)	(\$211.65)
Contributions	11/28/2016	12/31/2016	34	92	\$6,254.05	\$2,311.28
Distribution	12/06/2016	12/31/2016	26	92	(\$37,036.10)	(\$10,466.72)
Contributions	12/09/2016	12/31/2016	23	92	\$97,779.33	\$24,444.83
Distribution	12/14/2016	12/31/2016	18	92	(\$37,036.10)	(\$7,246.19)
Contributions	12/28/2016	12/31/2016	4	92	\$6,045.97	\$262.87



**Board Reference Material**

**SUBJECT TITLE:** **Budget Guidelines and Budget Assumptions**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the detailed Budget Guidelines and Assumptions in preparation for Budget Development.

**BACKGROUND INFORMATION:**

The Budget Guidelines and Assumptions have been amended for use in the 2017-18 school year. The Assumptions are based upon the Governor's budget proposal, but may be modified as more information becomes available.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This is an operational activity and does not directly support a specific Board goal.

**ALTERNATIVE/IDENTIFIED OPPOSITION:**

None

**SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):**

None

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ORIGINATOR: Don Laursen, Director of Fiscal Services

DATE: March 9, 2017

# Los Banos Unified School District 2017-18 Budget Guidelines

1. The budget shall support the goals of the Board of Trustees.
2. A Budget Calendar shall be developed and used as a Planning Guide.
3. Budget Assumptions shall be developed, reviewed and updated on a regular basis. Separate assumptions shall be delineated for each key budget variable:
  - ◆ Enrollment
  - ◆ Average Daily Attendance
  - ◆ Beginning Balance
  - ◆ State Budget
  - ◆ Revenue
  - ◆ Expenditures
  - ◆ Transfers
  - ◆ Debt
  - ◆ Ending Balance
  - ◆ Reserves
4. Funds shall be made available in the budget to provide health benefits in accordance with collective bargaining commitments.
5. The minimum General Fund Reserve for Economic Uncertainty of 3% shall be maintained in accordance with state statute.
6. General Fund Categorical and Grant programs, with the exceptions of Special Education, CTE, ROP and After School Education and Safety, shall be self-supporting. Any general fund contributions that exist will be thoroughly reviewed in order to minimize such contributions.

7. General Fund Contributions shall be contained at or below the prior year levels whenever possible. Identified savings shall be used to reduce the Contribution whenever possible.
8. Direct support and the maximum allowed indirect support charges shall be consistently applied to all applicable programs.
9. Restricted program year-end balances shall be carried forward in accordance with the terms and conditions of the grantor.
10. Provision shall be made to preserve the use and value of existing facilities and equipment through capital improvements and preventative maintenance. The State is requiring compliance with the State School Building Program requirement to expend 3% of our general fund on routine repair and maintenance. The District will continue to apply for all ancillary maintenance funds in order to plan and execute an effective maintenance program for all facilities.
11. When a new goal, project, or program is recommended for authorization, competing interests shall be identified. The impact on current facilities shall also be identified.
12. One-time funding allocations or resources shall not be used for on-going expenditures. Exceptions must be reviewed by the Superintendent.
13. Detailed budget information shall be available for summarization by school site, type of expenditure and program area to allow for ready comparison among these areas and with previous years.
14. Detailed budget information shall be available for the associated salary costs, employee benefit costs and position allocations within each site, department or program area.
15. The budget document shall include financial data from at least two previous years as well as projected current budget data.
16. The budget document shall include a two-year projection beyond the budget year for a total of three years.
17. All funds of the District, such as Child Development, Cafeteria, and Building and Facility funds shall be included in the budget document.

18. Budget information shall be presented to the Board of Trustees for information, review and/or approval at the following times:
- ◆ Preliminary Budget (Spring)
  - ◆ Final Budget (prior to July 1)
  - ◆ Final Budget Update (within 45 days of the state budget adoption)
  - ◆ 1st Interim Report (within 45 days following October 31)
  - ◆ 2nd Interim Report (within 45 days following January 31)
20. Budget and Financial Reports for the General Fund of the District shall be presented to the Board of Trustees monthly.
21. Carry forward appropriations from the prior year shall be presented to the Board of Trustees for review with the 1st Interim Report.
22. Long-Term Debt Obligations of the District shall be reviewed annually with the adopted budget.
23. The Other Post-Employment Benefit (OPEB, or retiree health benefits) trust statements shall be provided to the Board of Trustees quarterly.
24. A 'User Friendly Budget' Document shall be developed and presented to the staff and to the community. This document shall contain budget and fiscal data in clear, understandable language for the public to understand.

# Los Banos Unified School District 2017-18 Budget Assumptions

Budget Assumptions are a critical component of comprehensive budget development and are updated annually. Budget assumption updates and revisions are presented to the Board of Trustees in writing each year.

The Budget Guidelines state that separate budget assumptions will be made for each of the following key variables:

- ◆ Enrollment
- ◆ Average Daily Attendance
- ◆ Beginning Balance
- ◆ State Deficit
- ◆ Revenue
- ◆ Expenditures
- ◆ Transfers
- ◆ Debt
- ◆ Ending Balance
- ◆ Reserves

**Enrollment and Student Demographic Data** - Based upon projections in January, and updated during the Spring, these estimates are analyzed and become the basis of budget and staff planning for the budget year. Enrollment data is projected for general education, alternative education, and special education. Projected student enrollment data is replaced by actual student enrollment data as the year progresses and actual enrollment status is included with the 1st and 2<sup>nd</sup> Interim Reports. Monthly K-12 enrollment reports are provided to the Board of Trustees. The 17-18 enrollment is projected to be 11,188: 11,069 for LBUSD historical enrollment; 200 for Green Valley Charter School; 119 for MCOE.

**Average Daily Attendance (ADA)** - General Fund ADA, based upon the enrollment projection, is established in early Spring and updated in June when revised enrollment projections are reviewed. ADA updates are also incorporated into 1st and 2nd Interim Reports to the Board of Trustees. A two year average of the ratio between fall CBEDS enrollment and Second Period (P-2) ADA is the basis used to derive the estimated P-2 ADA, unless declining enrollment exists when more weight will be given to the most current data. If the current year estimated ADA is lower than the prior year, the prior year ADA will be used. The 17-18 ADA is projected to be 10,493: 10,205 LBUSD historical ADA; 188 Green Valley Charter School; 100 MCOE.

**Beginning Balance** - Based upon the most current Working Budget. Audit adjustments, if any, are to be included as soon as known. At a minimum, these dates shall be:

- September Board Meeting. A final update of unaudited beginning balance.
- December Board Meeting: 1st Interim Report, update of projected ending balance.
- February Board Meeting. Report audit adjustments, if any, to beginning balance.
- March Board Meeting. 2nd Interim Report, update of projected ending balance.

## Revenue Factors

**ADA** – Projected to **increase 346** over 2016-17's P-2.

**Local Control Funding Formula (LCFF)** – We are projecting a **\$4,852,193 funding increase** in 17-18 with a **1.48% COLA** and **Unduplicated Pupil Percentage of 81.2%**.

**Federal Revenues** – We are projecting **flat federal funding** rates for 17-18, except for a **\$344,868 reduction** to Title I.

**State Categorical Programs** – The Governor's proposed budget provides for a **1.48% COLA** for categorical programs that remain outside LCFF.

**Special Education Program** – Funding is allocated at the SELPA level and is based upon flat federal funding and a **1.48% COLA** on State funding. These amounts will be adjusted when updated by the SELPA.

**New State Funded Programs** – New State programs will be budgeted when an award notification is received.

**Lottery** – Lottery rates are projected to be **unchanged at \$181/ADA**.

**Mandated Cost** – “One-time” mandated cost funds are **decreasing by \$1,608,370**. Additionally, we have elected to take the Mandated Cost Block Grant and are budgeting based on current projections.

**Local Revenues** are estimated at current year levels and updated when award notifications are received. Donations are budgeted when received.

**Interest on Funds on Deposit in County Treasury** - Based upon current estimates.

**Tax and Revenue Anticipation Note (TRAN)** – The District will seek one for 17-18 as we are projecting a shortfall for August through November.

## **Expenditure Factors**

**Salary Factors** – The District will budget positions authorized by the Board of Education. Salary placement will be per current contractual agreements for certificated and classified bargaining unit members. Management, Supervisory, and Confidential salaries are based upon approved salary schedules and individual employment contract terms and conditions. Annual step and column increases are included for all staff that qualify. Vacant positions are estimated at an average cost. Substitute Teacher, Classified Substitute and Overtime costs will be budgeted based on current projections.

**Overall salary schedules include a 6% raise.**

### **Work Calendars –**

- 180 instructional days.
- LBTA – 185 work days.
- CSEA – varies.
- Unrepresented – varies.

**Certificated Employees - School Site Personnel** - Based upon enrollment projections and employee bargaining unit contract. Sites will be staffed per formula for teachers, counselors, nurses, and administration for regular and alternative education programs.

**Certificated Employees – District Office Personnel** - Vacancies will be replaced to meet identified needs.

**Classified Employees - School Site Personnel** – Vacancies will be replaced to meet identified needs.

**Classified Employees - District Office Personnel** - Vacancies will be replaced to meet identified needs.

**Employee Benefits** - Statutory benefits are updated for current projections.

- STRS employer rate **increases from 12.58% to 14.43%**.

- PERS employer rate **increases from 13.888% to 15.8%**.
- Workers Comp rate **increases from 2.46% to 2.60%**.
- OPEB Cost is **fully funded** as calculated in the latest actuarial valuation.

**Health Benefits** - Based upon bargaining unit contract language. These benefits include medical, prescription, dental, vision and life insurance. The District H&W cost is projected to **increase \$1,102,623**.

**School Site Supply Allocations** – General fund support for the music program is unchanged.

General fund allocations are made to each comprehensive high school for Athletics Supplies and Transportation, and are **unchanged** at \$55,000 and \$70,000, respectively. The junior high schools are each allocated \$50,000. These funds are not available for transfer to other expenditure areas.

A separate allocation is provided for all special education ADA to purchase supplies and materials.

**Lottery** funds will be allocated utilizing Spring 16-17 enrollments at the following **unchanged** rates: \$110 elementary and \$115 secondary.

At least 25% of lottery funds must be expended for instructional materials, including technology based materials. Using lottery funds, sites are responsible for providing instructional materials/supplies, classroom supplies, equipment, field trips, rentals and repairs, school office and custodial supplies, travel and conference costs, cell phones other than the emergency cell phones, copiers, postage, services and other discretionary operating costs. Lottery funds may not be used for facilities.

**Centralized Service Allocations for Unrestricted General Fund purposes** – The District participates in the State School Building program and is required to keep its facilities in good repair. The Routine Restricted Maintenance program currently meets these requirements.

**Other Expenditure Parameters for Centralized Services** - Based upon the following assumptions:

- ◆ **Property, Casualty, Liability Insurance:** Based on current projections
- ◆ **Utilities:** Based on current projections
- **Legal Fees:** Based on current projections

**Other Cost Factors:**

- ◆ **Non-Public School Placements** – We will budget at current year levels. These funds are not available for transfer to other Special Education expenditure areas.



- ◆ **Excess Payments to County Office for Special Education Program and Transportation** – Estimated to **increase \$100,000**. We will revise as additional information is available. These funds are not available for transfer to other Special Education expenditure areas.

**Capital Outlay for Unrestricted General Fund purposes** – Based upon current needs and available funding.

**Transfers** - Based on the following parameters:

- ◆ **Direct and indirect support cost rate** – Indirect costs will be based upon the **17-18 rate of 6.63%**; to be applied to all eligible programs of the District, except where lower rates are specified by program.
- ◆ **Cafeteria, Child Development** – Will be charged the maximum allowable indirect cost rates applicable to these programs.

**Debt Service** - Based upon existing District commitments.

**Ending Balance** - based upon the concept that adequate ending fund balances shall be provided to enable the District to maintain reserves as indicated in the reserve section of Budget Assumptions.

**General Fund Reserves** - based upon the following parameters:

- ◆ **Nonspendable** - Revolving Cash, Deposits and Prepaid Expenditures.
- ◆ **Assigned** – General Fund Ending Balance assigned for specific purposes
- ◆ **Unassigned** - **3%** Statutory Reserve for Economic Uncertainty

**Board Reference Material**

**SUBJECT TITLE:**      **College Readiness Block Grant (Second Reading)**

**REQUESTED ACTION:**    Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended that the Board approve the proposed College Readiness Block Grant for funding.

**BACKGROUND INFORMATION:**

This College Readiness Block Grant apportionment, in the amount of \$99,737,578, is made from funds provided by Section 9 of Senate Bill (SB) 828 (Chapter 29, Statutes of 2016) in support of the College Readiness Block Grant (CRBG). SB 828 provides \$200 million to establish the CRBG to provide California’s high school pupils, particularly unduplicated pupils as defined in *Education Code (EC)* sections 42238.01 and 42238.02, additional supports to increase the number of students who enroll at institutions of higher education and complete an undergraduate degree within four years.

Preliminary entitlements are allocated to each eligible county office of education, school district, and charter school (both local and direct funded) at a rate of \$149.32 per unduplicated pupil enrolled in grades nine through twelve (9–12) as certified in the California Longitudinal Pupil Achievement Data System (CALPADS) during the 2015–16 fiscal year, with minimum funding provided at \$75,000.

As a condition of receipt of funds, LEAs are required to report to the California Department of Education (CDE) by January 1, 2017, on how they will measure the impact of CRBG funds received on their unduplicated pupils’ access and successful matriculation to institutions of higher education, as identified within the plan required to be developed as explained below. LEAs will also report the status of WASC accreditation for their schools on this report.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Goal #2: All students will graduate from high school having completed a clear pathway of a-g requirements and ready to enter a four-year university...

**ALTERNATIVES/IDENTIFIED OPPOSITION:** N/A

**SPECIFIC FINANCIAL IMPACT (including impact on school facilities):**

There will be no financial impact to the District. Grant funding: \$360,010.00

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ORIGINATOR: Paul J. Enos, Assistant Superintendent – Secondary Education  
Date: March 9, 2017

## Board Reference Material

**SUBJECT TITLE:**     2017 Summer School Schedule

**REQUESTED ACTION:** Approve

                  Action   X  

                                  Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve the dates for 2017 summer school.

**BACKGROUND INFORMATION:**

In December of 2011 the Board agreed to bring back summer school to address the needs of students trying to become A-G compliant. At that time a redesigned and down-sized summer school model was approved for the summer of 2012, 2013, and 2014. Beginning in 2015 summer school with a full slate of classes for 9-12<sup>th</sup> grade students was implemented. We are proposing a similar model once again be run in the summer of 2017 to meet our student’s academic needs.

SUMMER SCHOOL SCHEDULE

June 9<sup>th</sup> – Teacher Prep Day

June 12 – June 30 (15 days) 1<sup>st</sup> semester

July 3<sup>rd</sup> and 4<sup>th</sup> Vacation

July 5 – 15 (15 days) 2<sup>nd</sup> semester

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Summer school, in this reconfigured format, directly supports Board Goal 2, “All students will graduate from high school having completed a clear pathway of A-G requirements...”

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

Summer school traditionally operates at a cost of \$300,000.

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ORIGINATOR: Paul J. Enos, Assistant Superintendent, Secondary Education

Date: March 9, 2017

## Board Reference Material

**SUBJECT TITLE:** Donation, Comcast Cares

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information                     

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**RECOMMENDATION:**

It is recommended the Board approve the donation of campus beautification San Luis High School from Comcast.

**BACKGROUND INFORMATION:**

Comcast Cares is a grant for beautifying schools. Attached is a list of projects that Comcast is willing to donate for beautifying San Luis High School.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This is an operational activity and does not support a specific Board goal.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified.

**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

N/A

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ORIGINATOR: Chan Meas, San Luis High School Principal

Date: March 9, 2017



**Comcast  
Cares**

## **SAVE THE DATE!**

**Comcast Cares Day is coming to our school on  
Saturday, April 22, 2017!**

**Mark your calendar...** On Saturday, April 22, 2017, Comcast California will be partnering with us for a campus clean-up and beautification day, and you're invited to join us and pitch in! It's all part of Comcast Cares Day, the company's annual day of service, when Comcast employees, families, and friends partner with local schools and local organizations nationwide on projects that benefit the communities where they live and work.

Comcast will be working on a variety of projects to clean, repair, and beautify 16 schools and non-profit organizations—and our school is one of them! Some of the projects we'll be tackling are:

- Painting the perimeter fence
- Replacing/adding window screens, where needed
- Cleaning up the planter areas along the administrative building
- Repainting the basketball backboards and game lines

This is by no means a comprehensive list, but we hope it gives you an idea of the types of projects we'll be doing to help clean and beautify our campus.

We hope you'll join us for this special day of volunteer work with Comcast on Saturday, April 22, 2017.

Stay-tuned for more information!

COMCAST CARES DAY 2017  
 San Luis High School  
 125 7th Street, Los Banos

Priority:	Project:	Follow-up/Action Items:
	<b>PARKING LOT:</b>	
	- Restripe	Pre-work day
	- Clean out planter area	
	- Add weed barrier	
	- Add new plants	
	- Add bark	
	Repaint metal fence	
	Paint metal trash can "covers"	
	Add plexi-glass document holders to classroom doors (12)	
94	Add 3 tree benches - two trees at back, one in front of office	Lori will find website
	Add 1 raised planter box	
	- Fill with drainage items & dirt	Susan will find out what type of seeds or plants
	Repaint safety lines around doorways	
	Replace/add window screens where needed	Susan will find out how many
	Repaint classroom numbers	
	<b>Basketball Court</b>	
	- Repaint #'s on basketball court	
	- Repaint metal basketball backboards (front & back)	
	<b>Clean up 2 planter areas around admin building</b>	
	- Add weed barrier	
	- Add plants	
	- Add bark	
	Possibly add small storage shed for sports equipment	
	Possibly purchase sports equipment	

COMCAST CARES DAY 2017  
 San Luis High School  
 125 7th Street, Los Banos

	Add mirror in boys bathroom	
	Replace door stops on classroom doors where needed	
	Purchase and install 1 new skateboard rack	
	Purchase and install small plexiglass bulletin board at street end of Admin building	
	<b>Staff Bathrooms:</b>	
	- Possibly repaint	
	- Replace rubber baseboards	
	Add privacy slates to fence behind Admin building	
	New doormat with school logo	

ADDITIONAL NOTES:

- Eng/Spain

- For native/drought tolerant plants, go to: <http://www.cnps.org/cnps/grownative/lists.php>

## Board Reference Material

**SUBJECT TITLE:**    Hanover Research Partnership

**REQUESTED ACTION:**    Approve

Action   X  

Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve the Client Services Agreement for the Hanover Research Partnership.

**BACKGROUND INFORMATION:**

Hanover Research’s K-12 Education Practice collaborates with over 325 local school districts, regional education agencies, independent schools, state education agencies, and educational service providers across the United States, aiding these clients in the achievement of academic and operational objectives.

Hanover’s partnership model encourages and supports long-term, data-driven planning and solutions to meet immediate challenges and achieve strategic objectives. For a fixed annual fee, clients may request unlimited custom research projects that are completed consecutively, drawing from a variety of research capabilities. In addition to the custom research, Hanover offers access to an online archive of 1,800+ educational reports on a myriad of topics. Custom research solutions may include, but are not limited to:

- **Quantitative & Qualitative Data Analysis:** data mining and segmentation; analysis of district collected data
- **Best Practice & Literature Review:** review of scholarly literature featuring best practices and case studies
- **Survey Design, Administration, & Analysis:** student and parent, quantitative program evaluation, stakeholder engagement, public perception and awareness surveys
- **Benchmarking:** development and comparative analysis in the areas of : administration, operations, and curricular comparisons
- **Market Evaluation:** vendor/product reviews, demographic trends and projections, policy impact analysis, economic impact assessment

**2015 HANOVER IMPROVEMENTS:**

Across 2015, Hanover Research has made several investments in their staff, methodologies, and technology to enhance the client experience. These include:

- **Investment in Staff:** Hanover has continued to invest in more experienced researchers. Their research team now consists of over 80% with PhD’s or Master degrees. Hanover has added more staff overall to its Content and Account Management teams to ensure a lower client to contact ratio.
- **New Methodologies:** Hanover is able to provide clients with digital and interactive deliverables, online focus groups, primary research outreach data bases, enhanced quantitative analyses, and infographics.
- **Technology/Databases:** Sawtooth, Proquest, Marketsight, Qualtrics, Survey Gizmo, STATA, Tableau.



## **HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Supports Board Goals #1 & # 3: Promote the educational success of all students by using best practices to attain proficiency or better AND create and sustain inspirational learning environments

LCAP Support: Hanover can support and improve LBUSD's LCAP development and reporting through their custom research, including:

- **Survey design and analysis** for examining perceptions of LCAP priorities
- **Quantitative data analyses** to review student achievement and determine the effectiveness of individual programs
- **Benchmarking** to provide a review of exemplary LCAP documents throughout the state to enhance the content and layout of the district's own LCAP report
- **Secondary research** to help improve the district's work and programs in specific priority areas

Previous Projects Completed:

- Technology Professional Development Survey
- Benchmarking Technology Use
- Practices for K-3 Literacy
- LCAP Surveys
- 2017 LCAP Surveys (current)
- Smarter Balance District-Level and School-Level Data Analysis
- Math Professional Development Survey

## **ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

## **SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

Contract value: \$44,000

This contract will be paid from a combination of Title I, Title II and Title III funds.

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ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education,  
Paul Enos, Assistant Superintendent, Secondary Education

Date: March 9, 2017

## Client Services Agreement

Date of Agreement: February 6, 2017

The Hanover Research Council LLC ("Hanover") is pleased to provide Los Banos Unified School District ("Client") the Research Services as described below:

### 1. Agreement Term

Effective Date: 3/18/2017

End Date: 3/17/2018

### 2. Term

This agreement ("Agreement") with Hanover runs for a subscription period from the Effective Date to the End Date (the "Term"). During the Term of this Agreement, Client will be able to access the research services provided by Hanover (the "Research Services") in accordance with the terms and conditions set forth below. Client will have the authority to request Research Services on any topic throughout the Term within the confines of (1) sequential queue(s), i.e., Hanover will work on one (1) Research Services project at a time.

### 3. Research Services

All Research Services are available to Client on a subscription basis within the confines of a sequential research workflow queue, in that Hanover will perform up to one (1) Research Services project at a time. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Although work is completed in a sequential fashion, Client may submit requests at any time. Individual Research Services projects will generally be commenced by the submission of a project request that will describe the project, the expected Deliverables (as defined below), any information or materials to be provided by Client and any other information anticipated to be relevant to the proposed project. The parties will negotiate in good faith and agree upon the proposed Deliverables, approach and timetable for the project, subject to assumptions regarding the availability of information and any third party participants and materials. If Hanover anticipates that it will not be able to provide the Research Services on the agreed upon schedule, Hanover shall keep Client regularly informed of the status of the Research Services and any substantial delay in delivery or any proposed revised schedule of delivery. Hanover will not be responsible for any delay in timelines due to (i) Client's modification of a project's goals or proposed Deliverables, (ii) Client's delay in providing relevant materials or responses or (iii) in the provision of any third party materials with respect to the Research Services.

Research Services may include, but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics). Deliverables will be provided in PowerPoint, PDF, Word, Excel, or Tableau formats. Client also has full access to phone based consultations with a Hanover account team member. Client agrees to designate a primary point of contact who will, to the best of his/her ability, conduct periodic calls with the assigned Hanover account team member to review performance against our shared objectives, prioritize projects within the queue, and discuss current and future projects.

### 4. Intellectual Property Rights

Hanover acknowledges and agrees that Client owns the deliverables provided to Client as part of the Research Services under this Agreement (the "Deliverables"), except as may otherwise be set forth in this Section 4. Hanover Deliverables may consist of publications, surveys, data, reports, and other Hanover information and services that are

custom commissioned by and for Client. In order for Hanover to provide to Client certain syndicated products, materials and information ("Syndicated Materials"), Hanover retains a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute the data or information created or developed by Hanover in the service of this Agreement, so long as Hanover does not repurpose or use any Confidential Information of Client. Client acknowledges and agrees that Hanover owns all intellectual property rights in the methodologies, processes or trade secrets used by Hanover to create the Deliverables and Research Services ("Hanover IP"). Hanover grants Client a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable license to use, reproduce, and distribute the Hanover IP for its internal business purposes solely to the extent contained within the Deliverables. Client may not modify, reverse engineer or use the Hanover IP in any way to provide services that would be in competition with the Research Services. Deliverables may also contain third party data or materials, which Hanover may not convey ownership of to Client, but rather a license. Hanover or its third party provider may transfer or sublicense to Client usage rights, subject to any restrictions conveyed by Hanover or such third party provider to Client, and Client agrees to comply with any such restrictions. Client also acknowledges and agrees that it will not own any publicly sourced information contained within the Deliverables, but that it may use such information in accordance with applicable law, including fair use under Section 107 of the Copyright Act. Client may distribute the Deliverables on an ad-hoc basis, including but not limited to any form of online distribution, so long as it is in compliance with the terms of this Agreement and so long as such Deliverables are unmodified and attributed to Hanover. Client may not modify any of the disclaimer language included in any Deliverables, and Client agrees not to resell the Deliverables in any way.

If Client's partnership with Hanover includes Syndicated Materials provided by Hanover (including any Syndicated Materials on the Client Portal), Client agrees that it will not distribute the Syndicated Materials and that such Syndicated Materials are for its internal use only. Syndicated Materials may not be published or reproduced without Hanover's prior written consent.

5. Service Fees, Invoicing & Additional Services

The fee payable by Client for the Term is \$44,000.00 (the "Service Fee"). Client agrees to pay the Service Fee in accordance with the below invoicing schedule and net 30 days from receipt of an accurate invoice. Failure to pay promptly may result in project postponement.

Invoice Date	Invoice Amount
3/18/2017	\$44,000.00

Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. In the event such incidental costs are required to complete a project for Client, Hanover will discuss the details with Client and obtain written approval prior to engaging in those Additional Services. Client agrees to pay for all such Additional Services to either Hanover or directly to such third party vendor if requested. If Additional Services are estimated to cost more than \$5,000, Client shall either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) pre-pay to Hanover the estimated costs for the Additional Services prior to the project kick-off.

6. Warranties; Liabilities

Hanover hereby warrants that the Research Services shall be performed in a competent and professional manner in accordance with industry standards by qualified personnel. Hanover agrees to indemnify and hold Client harmless against any and all claims that the Deliverables infringe the intellectual property right of a third party, provided that the relevant claim: (i) does not arise from any modification of the Deliverable, (ii) does not arise from the combination

of the Deliverable with any other information, services, products or technology not supplied by Hanover, (iii) if the relevant claim is based on the content or materials contained in the Deliverables that are provided by a third party, then only to the extent that such third party has agreed to indemnify Hanover and its licensees. Client must provide prompt notice of such claim to Hanover. Client agrees to indemnify and hold Hanover harmless against any and all claims that any materials provided by Client infringe the intellectual property or privacy rights of a third party, provided that Hanover provides prompt notice of such claim to Client. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE RESEARCH SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, HANOVER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA PROVIDED AS PART OF THE RESEARCH SERVICES. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE, AT HANOVER'S OPTION EITHER: (1) REPERFORMANCE OF THE DEFECTIVE RESEARCH SERVICES OR (2) A REFUND OF MONIES PAID FOR THE DEFECTIVE RESEARCH SERVICES. CLIENT AND HANOVER BOTH AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL OR INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES UNDER THIS AGREEMENT. CLIENT AND HANOVER ALSO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN ANY EVENT FOR AN AMOUNT GREATER THAN THE CURRENT YEAR'S SERVICE FEE UNDER THIS AGREEMENT.

#### 7. Confidentiality & Non-Disclosure

The parties acknowledge and agree that as part of this Agreement, certain Confidential Information of the parties will be exchanged. "Confidential Information" means, with respect to the disclosing party, any non-public, commercially proprietary or sensitive information or materials of that party, including any proprietary intellectual property of that party. Confidential Information shall not include information which (i) is already in the public domain at the time of disclosure or becomes so at any time thereafter through no act of the receiving party, (ii) is already lawfully in the receiving party's possession at the time of disclosure, (iii) is received independently by the receiving party from a third party free to make such disclosure, or (iv) is independently developed by the receiving party. Each party under this Agreement shall hold the Confidential Information of the other party in strict confidence using at least the same degree of care as the receiving party uses to protect its own Confidential Information.

Upon written request by the disclosing party, the receiving party shall return or destroy, at the disclosing party's option, all tangible materials that disclose or embody the Confidential Information; provided, however, that the receiving party may retain one copy of the disclosing party's Confidential Information for archival purposes.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, including any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the receiving party makes reasonable efforts to promptly notify the disclosing party in writing of such demand so that the disclosing party may seek, at its sole expense, to make such disclosure subject to a protective order or other appropriate remedy to preserve its confidentiality.

#### 8. Records and Audit

Hanover will maintain complete records of its operations and its arrangements with any subcontractors for Additional Services, and will provide such records to Client upon reasonable request for audit and review in accordance with applicable law.

#### 9. Governing Law

This Agreement shall be governed by the laws of the State of Delaware.

**10. Confirmation**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Services Agreement.

Both parties understand and agree that the contractual obligations of payment and services being rendered shall apply to any entity that acquires all or substantially all of either Hanover or Client's assets as a successor to the business.

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Signature:

Date:

Name:

Title:

THE HANOVER RESEARCH COUNCIL LLC  
4401 Wilson Boulevard, 4<sup>th</sup> Floor  
Arlington, VA 22203

Signature:

Date:

Name:

Title:

Los Banos Unified School District  
1717 South 11th St.  
Los Banos, CA 93635

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## Board Reference Material

**SUBJECT TITLE:**        2016-17 ROP Agreement

**REQUESTED ACTION:** Approve

Action      X  

Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve the ROP agreement for the 2016-17 school year.

**BACKGROUND INFORMATION:**

This is an annual contract with MCROP to provide an ROP program at Los Banos High School and Pacheco High School.

The new LCFF funding model eliminates ROP funding and redirects the funding to local school districts. The maintenance of effort requirement calls for shared responsibility as the funding transitions from the COE to the local districts. This new agreement reflects that transition, which will end on June 30, 2017.

MCROP agrees to pay teacher salaries and benefits up to \$10,000 for each period of teaching time for teaching District sections. The District agrees to pay the salary and benefits for the Career Technician.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Not applicable.

**ALTERNATIVE/IDENTIFIED OPPOSITION**

None Identified

**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

Because MCROP partners with LBUSD, the District is able to offer nineteen periods of Career Tech Ed (CTE). MCROP pays for 11 of the sections.

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ORIGINATOR: Paul Enos, Area Administrator, Secondary Education  
DATE: March 9, 2017



**BUDGETARY MANAGEMENT AGREEMENT  
between  
LOS BANOS UNIFIED SCHOOL DISTRICT  
and  
MERCED COUNTY REGIONAL OCCUPATIONAL PROGRAM**

**The term of this agreement is from July 1, 2016 through June 30, 2017**

**A. GENERAL**

This Budgetary Management Agreement (Agreement) is entered into to cover cooperative relationships, both fiscal and managerial, between the Los Banos Unified School District (DISTRICT) and the Merced County Regional Occupational Program (MCROP), a program operated under the authority of the Merced County Office of Education.

The agreement includes the contents of this fiscal document and the contents of the MCROP Handbook.

**B. SECTIONS AND ADA RESPONSIBILITIES**

**B1) MCROP agrees to fund the following 3 sections for the DISTRICT.**

<b>ROP use DD1</b>	<b>Class Name</b>	<b>Location</b>	<b>Periods</b>	<b>Instructor</b>
247	Foundations in Education	LBHS	2	Head, Linda
242	Sports & Entertainment Marketing	Pacheco High	1	Pikas, Charles

**B2) MCROP agrees to assign an MCROP teacher to provide the following 8 sections on campus:**

<b>ROP use DD1</b>	<b>Class Name</b>	<b>Location</b>	<b>Periods</b>	<b>Instructor</b>
249	Marketing Foundation Community Classroom	LBHS	2	Austin, Stephanie
285	Business Administrative Services	LBHS	2	Austin, Stephanie
563	Career Planning in Business & Marketing	LBHS	1	Austin, Stephanie
254	Health Careers	LBHS	1	Guintini, Marie
219	Medical Occupations	LBHS	2	Guintini, Marie

**B3) DISTRICT agrees to fund the following 5 sections for services provided by an MCROP teacher on campus:**

<b>ROP use DD1</b>	<b>Class Name</b>	<b>Location</b>	<b>Periods</b>	<b>Instructor</b>
272	Culinary Arts	Pacheco High	5	Rizzonelli, Lori

MCROP agrees that the ADA generated by these sections will be applied toward the District's ADA responsibility specified below.

\*This includes the billing back from MCROP to DISTRICT of salaries/benefits and indirect associated with instructor, **Lori Rizzonelli of \$66,022.24 + indirect.**

DISTRICT agrees to pay MCROP one-half of salaries and benefits in January and the remaining one-half in May.

**B4) DISTRICT agrees to pay for the following 1 section. MCROP will provide curriculum support and will pay for yearly curriculum subscription for course as listed in D2.**

ROP use DD1	Class Name	Location	Periods	Instructor
242	Sports & Entertainment Marketing	LBHS	1	Barcellos, Joe

DISTRICT agrees to accept responsibility to generate 116.45 units of ADA for the 17 sections listed above.

**C. CAREER CENTER OPERATION**

**C1) The DISTRICT agrees to fund the following Career Technician as follows:**

**Arrieta, Debbie**

**C2) The DISTRICT agrees** to provide a location for a Career Center in which the Career Technician can work. **The DISTRICT agrees** to provide a telephone in the Career Center.

**C3) The DISTRICT** will provide a budget of **\$1000.00 for Career Center supplies, equipment, and furnishings.**

**D. PAYMENTS AND SCHEDULES**

**D1) MCROP agrees to contract with the DISTRICT and pay for the use of time of the following teachers as specified below and in Item B1.**

ROP use DD1	Instructor	Per	Location	MCROP Pays
247	Head, Linda	2/6	Los Banos High	\$20,000
242	Pikas, Charles	1/6	Pacheco High	\$10,000
<b>TOTAL</b>				<b>\$30,000</b>

MCROP agrees to pay teacher salaries and fringe benefits up to **\$10,000** for each period of teaching time specified in Item B1.

MCROP agrees to pay the DISTRICT one-half of salaries and benefits in January and the remaining one-half in May.

**D2) MCROP agrees to establish and fund an instructional supply & special allocation budget to be spent through MCROP for the MCROP classes as specified below and in Item B1 and B3.**

ROP use DD1	Class Name	Location	Period	MCROP Funded Classes	DISTRICT funded classes	Yearly Curriculum Subscription	Grand Total
247	Foundations in Education	LB High	2	600.00			600.00
242	Sports & Entertainment Mrktg	Pacheco High	1	500.00		456.00	956.00
272	Culinary Arts	Pacheco High	5		1500.00		1500.00
242	Sports & Entertainment Mrktg	LB High	1		0	456.00	456.00
<b>TOTAL</b>				<b>2600.00</b>	<b>1500.00</b>	<b>912.00</b>	<b>3512.00</b>

DISTRICT teachers will order their supplies through MCROP.



**E. OTHER MISCELLANEOUS PAYMENTS**

**E1) DISTRICT agrees** to arrange substitutes and pay expenses for the absence of DISTRICT teachers contracted to teach MCROP classes.

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**MERCED COUNTY  
OFFICE OF EDUCATION**

**LOS BANOS UNIFIED  
SCHOOL DISTRICT**

\_\_\_\_\_  
Steven E. Gomes, Ed.D

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent/Authorized Agent

\_\_\_\_\_  
Date

**SERVICES PROVIDED BY MCROP (NO PAYMENT TO DISTRICT)**

**SCHEDULE 1**

**SALARIES & BENEFITS FOR DISTRICT CLASSES TAUGHT BY MCROP TEACHER:  
MCROP agrees pay for the following MCROP teachers as specified below and in Item B2.**

<b>ROP use DD1</b>	<b>Instructor</b>	<b>Per</b>	<b>% of Salary</b>	<b>Chargeable Salary</b>	<b>Chargeable Benefits</b>	<b>Salary &amp; Benefits</b>
254	Guintini, Marie	1/6	17%	11,750.48	4,158.54	15,909.02
219	Guintini, Marie	2/6	33%	23,857.03	8,443.09	32,300.12
249	Austin, Stephanie	2/5	40%	23,151.60	10,830.54	33,982.14
285	Austin, Stephanie	2/5	40%	23,151.60	10,830.54	33,982.14
563	Austin, Stephanie	1/5	20%	11,575.80	5,415.27	16,991.07
				<b>93,486.51</b>	<b>39,677.98</b>	<b>133,164.49</b>

**SCHEDULE 2**

**SUPPLIES**

**MCROP agrees to establish and fund an instructional supply & special allocation budget to be spent through MCROP for the MCROP classes as specified below and in Item B2.**

<b>ROP use DD1</b>	<b>Class Name</b>	<b>Per</b>	<b>Location</b>	<b>MCROP Funded Classes</b>
254	Health Careers	1	LBHS	500.00
219	Medical Technology	2	LBHS	1100.00
249	Marketing Foundation Community Classroom	2	LBHS	600.00
285	Business Administrative Services	2	LBHS	1000.00
563	Career Planning in Business & Marketing	1	LBHS	400.00
<b>TOTAL</b>				<b>3600.00</b>

DIRECT teachers will order their supplies through MCROP.

**SCHEDULE 3**

**TRANSPORTATION COST FOR 2015-2016**

Total Transportation cost for Los Banos Unified School District **\$67,843.83**

## Board Reference Material

**SUBJECT TITLE:**     Agreement: 2017-2018 Valley Community School, Lunches

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the renewal of the inter-agency agreement between the District and Valley Community School to provide lunches for students and staff under the National School Lunch Program for the 2017-2018 school year.

**BACKGROUND INFORMATION:**

Merced County Office of Education operates Valley Community School, an alternative education program located in Los Banos. The school does not have facilities to prepare lunches for its students and staff; therefore, they contract with the District for this service.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This is an operational activity and does not directly support a specific Board goal.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None at this time.

**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

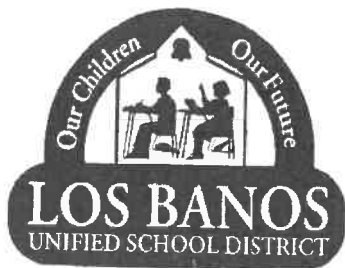
Valley Community School reimburses the District the full price of every lunch.

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ORIGINATOR: Beth Johnson, Food Service Supervisor

Date: March 9, 2017



# LOS BANOS UNIFIED SCHOOL DISTRICT

1717 S. Eleventh Street  
Los Banos, California 93635

Telephone: (209) 826-8320  
Fax: (209) 826-6810

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## OFF SITE MEAL CONTRACT VALLEY COMMUNITY SCHOOL AND LOS BANOS UNIFIED SCHOOL DISTRICT 2017-2018

This agreement between the Los Banos Unified School District hereinafter referred to as District and Valley Community, hereinafter referred to as Valley, is made for the purpose of preparing lunches which meet the National School Lunch Program meal requirements.

**WHEREAS**, it is not within the capability of Valley to prepare lunches for its students, faculty and specified adults;

**WHEREAS**, the facilities and capabilities of the District are adequate to supply these lunches to Valley; and

**WHEREAS**, THE District is willing to provide such services to Valley on the terms delineated below;

**NOW, THEREFORE**, both parties hereto agree as follow;

1. District shall prepare lunches for Valley, which meets the National School Lunch Program meal requirements. Lunches must comply with the nutritional standards for lunches as established by the United States Department of Agriculture and the California department of Education.
2. District shall provide the necessary utensils, straws, napkins, and other related food service items.
3. District shall prepare lunches at selected District cafeterias. Preparation of the lunches at any District cafeteria may be possible in an emergency situation or as necessary, with mutual agreement of the District and Valley.
4. The number of lunches prepared by the District shall be equal to the number of lunches requested by Valley site. Valley Representatives shall call the appropriate source Cafeteria Supervisor, with the number of lunches needed. Valley shall call the source kitchen by 9:00 A.M. with the current school days meal count(s). Amended lunch counts may be made up until the pick-up time of the lunches. The number of lunches requested by Valley shall very closely approximate the number of meals served that day.
5. Meals requested, but not accounted for on the roster sheets will be billed to Valley Community at the full price rate of \$2.50 per meal.
6. District shall **not** be obligated to provide any lunches on days when District schools are not in session. However, with mutual agreement between the District and Valley, meals shall be prepared by the District, for Valley, any day of the year. This may require the District to prepare these lunches at another District cafeteria.

7. District shall complete and Valley will sign the Transport sheet.
8. District shall provide the equipment containers necessary to transport and service the lunches. Valley shall return this equipment to the District each day. Valley agrees to rinse or wipe obvious food soil from this equipment and the District will sanitize it after its return.
9. Valley shall provide the transportation vehicle and personnel necessary to transport the food containers to and from the source Campus Cafeteria. Upon mutual agreement, the District may, on occasion, need to deliver lunches to Valley.
10. All food and non-food disposable items used of this lunch program shall be purchased and paid for by the District.
11. Valley shall be responsible for maintaining the proper temperature of the lunches after taking delivery until they are consumed or discarded. District shall have no responsibility for the condition or care of said meals after Valley accepts delivery.
12. District will provide Valley with current student Free and Reduced Lunch applications and accompanying parental information. Valley shall promptly provide the students with these applications and information.
13. A designated Valley representative shall accept, approve, deny or correct and/or verify unclear information on the applications, file a copy and **send the originals** to the District representative for review and final approval of applications. The District's approval or denial of any application shall be enforced by both parties.
14. Valley and the District shall comply with all rules and regulations pertaining to the National School Lunch Program as outlined by the state and federal authorities.
15. District shall be the "Sponsor" and claim the lunch participation as part of the National School Lunch Program in the process of claiming reimbursement from the California Department of Education. District assumes responsibility for any claims identified during a review or audit.
16. District will perform the verification of eligibility process.
17. District shall submit to Valley, every two weeks, a student roster with eligibility reference codes. Valley shall use these student rosters to record point of service counts as each meal is given to each student. They shall be recorded each school day, by calendar day, on these rosters. The eligibility for each student shall be changed on the roster by the valley representative(s), as needed to reflect current student eligibility status. Student eligibility on the roster are as follows;

Free	-	BAT
Reduced	-	CAT
Paid	-	ANT

18. Valley shall give the completed original roster to the Food Service Office on Monday following its completion. The exception is when the end of a calendar month falls on a weekday, in which case, a copy of the roster is to be returned the day after the end of the month.

19. Lunch prices are agreed to be as follows:

<u>Students</u>	<u>Price</u>	<u>Adults</u>
Free	Free	All Meals \$3.00
Reduced	.40	
Paid	2.50	

Valley shall collect money for each meal as requires payment, as detailed above. All monies collected shall be the District's property. It shall be collected by Valley and given to the District at the Food Service Office for deposit. The collection report, attached, shall be completed by the Valley representative and returned daily with the monies.

20. The District will perform the required daily edit checks and the District will ultimately be responsible for meal count and claim accountability.
21. A designated Valley representative shall provide the District with a current and complete Valley enrollment summary each month for the prior month, by the 3<sup>rd</sup> of each month.
22. Gifts or exchanges of commodities are not permitted. Until it is consumed by the student, the food prepared remains the property of the state and federal government and the District. It cannot be sold, given away, or exchanged for other goods.
23. Valley shall indemnify and hold the District and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the District's performance of the agreement.
24. District and Valley shall comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and consumption of lunches which meet the National School Lunch Program meal requirements, including, but not limited to all applicable regulations relating to the overt identification of needy pupils, the nutritious content of lunches, and nondiscrimination. All records maintained by District and Valley shall be open to inspection by proper federal, state, and local authorities in accordance with applicable state and federal regulations.
25. This agreement is automatically renewed every year and may be revised upon mutual agreement by both parties. This agreement may be terminated by either party by providing written notice to the other party by February 1 of any year. Written notice, given by February 1, shall continue this agreement through the end of that current school year.

26. All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, shall be directed to the Nutrition Services Department of Los Banos Unified School District.

\_\_\_\_\_  
Los Banos Unified School District

\_\_\_\_\_  
Date



\_\_\_\_\_  
Merced County Office of Education

  
Date

## **Board Reference Material**

**SUBJECT TITLE:**     **Student Overnight Travel**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information \_\_\_\_\_

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### **RECOMMENDATION:**

It is recommended the Board approve advisor, Cruz Berumen-Flores, 1-2 adult chaperones, and students both from Pacheco High School and Los Banos High School, to participate in their yearly College Road Trip during Spring Break (April 17-19, 2017).

### **BACKGROUND INFORMATION:**

Under the direct supervision of the advisors, our students will visit three universities. This year, students will have the opportunity to explore admission requirements and tour CSU Los Angeles, UCLA, CSU Dominguez along with other local sites. Lodging will be centralized to have access to all three universities. Students will be required to pay for their own dinner as the prepaid funds from students will go towards transportation, lodging, and breakfast/lunch.

### **HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This is an operational activity and does support a specific Board goal. Students, specifically our language learners, are being given the opportunity to explore higher education options and are receiving college awareness. All student overnight travel must have prior Board approval.

### **ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

### **SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

The expenses for the 1 advisor and students will be paid out of each participant's personal funds.

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ORIGINATOR: Mr. Daniel Sutton, Pacheco High School Principal  
Date: March 9, 2017



## Board Reference Material

**SUBJECT TITLE:**    Overnight Travel

**REQUESTED ACTION:**    Approve

Action \_\_\_\_\_

Discussion/Information \_\_\_\_\_

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### **RECOMMENDATION:**

It is recommended the Board approve travel for one Charleston Elementary fifth grade class to attend a three night Covered Wagon Trip in Madera, California on May 18, 2017 and returning on May 21, 2017.

### **BACKGROUND INFORMATION:**

The Madera Method Wagon Train is a special program that allows California school children to “live” history. The students, along with two teachers and trained wagon masters, spend three days portraying characters of 1840’s California and partake in the various activities of the era.

Students are given an opportunity to experience early history as part of our curriculum addressing 5<sup>th</sup> grade United States history standards.

### **HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This activity supports Board Goal #3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning by providing:

- Tools and strategies that include best practices and the effective integration of technology into classrooms.
- Access to local resources in order to develop responsible citizens who participate in and care for their community.

This activity not only supports the California 5<sup>th</sup> grade content standards for History/Social Studies, but it supports our efforts at Charleston Elementary to offer kids fun activities that will keep them motivated about learning and motivated to come to school everyday.

### **ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified

### **SPECIFIC FINANCIAL IMPACT: (include Impact on School District Facilities):**

**Travel:** Approximately zero dollars to the district. Parents delivery students to the drop off area and pick up.

**Lodging & Meals:** All lodging and meals are provided and funded by the Wagon Train sponsors.

**Substitutes for teacher:** none required

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Originator: Lou Ruiz

Date: March 9, 2017