Eureka City Schools Board of Education 2100 J Street, Eureka, CA 95501 Regular Meeting (Room 116) 7:00 PM May 4, 2017 AGENDA

A. CALL TO ORDER OF STUDY SESSION (5:00 p.m. - Room 114)

B. STUDY SESSION

- Annual Report on Advancement Via Individual Determination (AVID)
 Referred to the Board by:
 Michael Davies-Hughes, Assistant Superintendent Educational Services
- Food Services Department Update
 Referred to the Board by:
 Paul Ziegler, Assistant Superintendent of Business Services

C. CALL TO ORDER OF OPEN SESSION

D. PUBLIC COMMENT ON CLOSED SESSION ITEMS

E. CLOSED SESSION

- (3) Employee discipline, dismissal, release, appoint, accept the resignation of or otherwise affect the employment status of a public employee (GC § 54957)
- (4) Conference with labor negotiator Superintendent Van Vleck regarding Eureka Teachers Association, Classified White and Blue Collar Units, and/or Unrepresented Employees (Confidential and Classified and Certificated Management) (GC § 54957.6)
- (5) Conference with Superintendent Pending Litigation, One Case (GC § 54956.9)
- (6) Conference with Superintendent Litigation, Timothy Regan v. ECS, et al., One Case (GC § 54956.9)
- F. RECONVENING OF OPEN SESSION (7:00 p.m. Room 116)
- G. REPORT OUT FROM CLOSED SESSION
- H. PLEDGE OF ALLEGIANCE TO THE FLAG Grant Elementary School
- I. ADJUSTMENT TO THE AGENDA
 - (7) Approval of Agenda
- J. INFORMATION
 - (8) Student Reports
 - (9) Superintendent's Report
 - (10) Board Members' Reports

K. PUBLIC COMMENT ON NON-AGENDA ITEMS

* IN ORDER TO ADDRESS THE BOARD, PLEASE COMPLETE THE GREEN SPEAKER'S FORM AT THE DOOR AND GIVE TO THE BOARD PRESIDENT.

Individual speakers shall be allowed three (3) minutes to address the Board on each nonagenda or agenda item. The Board shall limit the total time for public input on each item to twenty (20) minutes (BB 9323(b)).

L. CONSENT CALENDAR

- (11) Minutes of the Regular Meeting from April 13, 2017 Referred to the Board by: Fred Van Vleck, Ed.D., Superintendent
- (12) Approval of Personnel Action Report #14 Referred to the Board by: Renae Will, Director of Personnel Services and Public Affairs
- (13) Approve Inventory Transfer Form for the 2017 Transit Wagon Purchased by the North Coast Agriculture Partners (NCAP) for the Eureka High School Agriculture Program

Referred to the Board by:

Fred Van Vleck, Ed.D., Superintendent

(14) Approve Memorandum of Understanding Between Fortuna Union High School District as Financial Agent for North Coast Agriculture Partners and Eureka City Schools

Referred to the Board by:

Fred Van Vleck, Ed.D., Superintendent

(15) Resolution 16-17-030, Recognizing May 9, 2017 as "Dia del Maestro/Day of the Teacher"

Referred to the Board by:

Fred Van Vleck, Ed.D., Superintendent

(16) Resolution 16-17-031, Recognizing May 21-27, 2017 as "Classified School Employee Week"

Referred to the Board by:

Fred Van Vleck, Ed.D., Superintendent

(17) Quarterly Report to the Governing Board as Mandated by the State, In Regards to the Williams Lawsuit

Referred to the Board by:

Michael Davies-Hughes, Assistant Superintendent Educational Services

(18) Memorandum of Understanding between Eureka City Schools (ECS) and College of the Redwoods (CR) concerning Adult Education Funds *Poterred to the Board by:*

Referred to the Board by:

Paul Ziegler, Assistant Superintendent of Business Services

- (19) Field Trip: EHS Backpacking Club Field Trip to Lost Coast/Punta Gorda Lighthouse on May 19-21, 2017
 Referred to the Board by: Fred Van Vleck, Ed.D., Superintendent
- (20) Specify the Positions of Painter (2 positions) and Grounds Maintenance Specialist as Short Term Effective June 19, 2017 - August 18, 2017
 Referred to the Board by: Renae Will, Director of Personnel Services and Public Affairs
- (21) Resolution 16-17-034 in Support of SB 751 Fix the Reserve Cap Referred to the Board by: Fred Van Vleck, Ed.D., Superintendent

M. DISCUSSION/ACTION

- (22) Resolution #16-17-032, Authorization for Negotiated Sale of Tax Revenue Anticipation Notes (TRAN)
 Referred to the Board by: Paul Ziegler, Assistant Superintendent of Business Services
- (23) Elimination of Classified Position Instructional Assistant Special Ed III (Resolution 16-17-033)
 Referred to the Board by: Renae Will, Director of Personnel Services and Public Affairs
- (24) New Classified Blue Collar Job Description Summer Programs Cook Referred to the Board by: Renae Will, Director of Personnel Services and Public Affairs

N. DISCUSSION

- (25) Annual District English Learner Advisory Committee (DELAC) Report Referred to the Board by: Michael Davies-Hughes, Assistant Superintendent Educational Services
- (26) Annual Report on ECS Instructional Coaching
 Referred to the Board by: Michael Davies-Hughes, Assistant Superintendent Educational Services
- (27) World History (TCI) Textbook Adoption
 Referred to the Board by:
 Michael Davies-Hughes, Assistant Superintendent Educational Services
- (28) December 2016 Special Board Policy Updates and Revision to BB 9150 -Student Board Members
 Referred to the Board by: Fred Van Vleck, Ed.D., Superintendent

O. CLOSED SESSION (continued)

P. RECONVENING OF OPEN SESSION (continued)

Q. REPORT OUT FROM CLOSED SESSION (continued)

R. ADJOURNMENT

Notice: Documents and materials relating to an open session agenda that are provided to the Board less than 72 hours prior to a regular meeting will be available for public inspection and copying at the Eureka City Schools District Office, Superintendent's Office (Room 108), 2100 J Street, Eureka, CA 95501.

Notice: Eureka City Schools adheres to the Americans with Disabilities Act. Should you require special accommodations or auxiliary aids and services in order to participate in the Board meeting, please contact the Superintendent's Office (Room 108) in writing three days prior to the meeting at 2100 J Street, Eureka, CA 95501.

Notice: Regular Board meetings are digitally recorded at the direction of the Board. Per Board policy, recordings may be erased or destroyed 30 days after the meeting.

Eureka City Schools Board of Education **AGENDA ITEM**

Agenda Title:	Annual Report on Advancement Via Individual Determination (AVID)
Meeting Date:	
Item:	Study Session

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is being asked to receive an annual report on AVID at Eureka City Schools.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

The AVID College Readiness System is implemented at the secondary and soon to be elementary levels in Eureka City Schools.

AVID Elementary (K-6) teaches students fundamental learning, study and academic behavioral skills.

AVID Secondary (grades 7-12) develops learning, study and academic behavioral skills that are essential to success in rigorous coursework. It acts as a catalyst for schools to develop a culture of college readiness for all students across the campus.

Career Readiness:

It is estimated that by the year 2020, two-thirds of all jobs will require some level of post-secondary education. AVID prepares students for 21st century careers each day by providing the academic and behavioral skills necessary to succeed in the workplace.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 1-4 and 6-9

HISTORY (list previous staff or board action(s) with dates if possible)

AVID has been at Eureka High School since the 2005-06 school year and at Winship for the past two years.

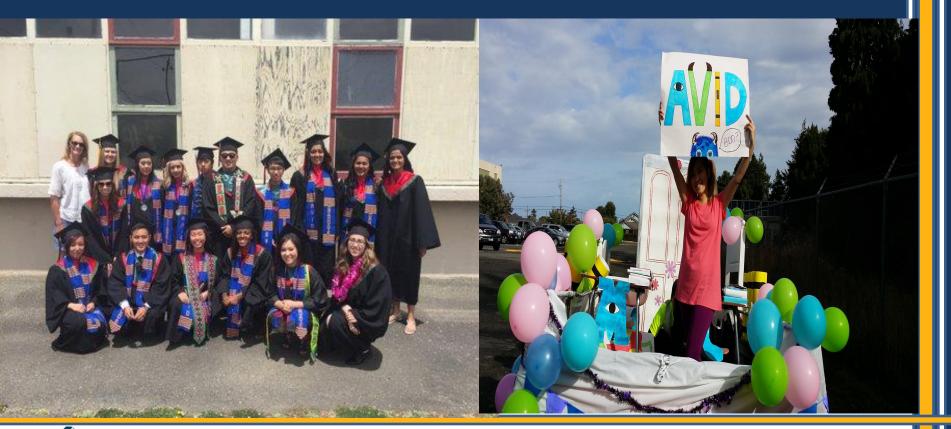
HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) Approximately \$25,000 for upcoming AVID Summer Institute.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Kristie Christiansen, District AVID Director

ATTACHMENTS:

- Description
- Presentation

12 YEARS OF <u>A</u>dvancement <u>V</u>ia <u>I</u>ndividual <u>D</u>etermination in Eureka City Schools







Missions Toward a Common Goal

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

ECS Mission:

Eureka City Schools, in partnership with families and communities, promotes academic success and career readiness for every student.



LCAP & AVID = College and Career Readiness

Achievement Gap:

- English Language Arts
- Math
- English Learners
- Socio-Economically Disadvantaged

AVID Response:

- Targeted Population
- WICOR
- Tutorials
- Critical Reading/Writing

School Climate:

- Safety
- Healthy Relationships

AVID Response:

- Circles
- Tracking of Progress
- Peer tutoring
- AVID Family





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What is AVID? Advancement Via Individual Determination

- A schoolwide transformation effort focused on Leadership, Systems, Instruction and Culture
- College readiness system where trained educators teach students academic and social skill to develop the habits and behaviors to succeed in rigorous curriculum.
- A catalyst for developing a school culture that closes the achievement gap, expectation and opportunity gaps and prepares all students for success in a global society.





2005-2006

- Single elective class at EHS
- It was known as the "Hmong Class"
- 6 teachers, 1 counselor and 1 admin trained





<u>2017-2018</u>

- Elective Classes
 EHS (5), Zane(1) & Winship (1)
- AVID Elementary at Grant Grades 4 & 5
- 75% of EHS teachers will have received some form of AVID training
- 29 attending AVID Summer Institute in July
- Summer Bridge Algebra Readiness
- Culturally Relevant Teaching PD

District Dashboard

See Attached Data Sheet





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Eureka High School AVID Data

2016

- 146 students 9-12
- 6 sections
- 26 students (10-12) enrolled in AP
- 43% ethnic minorities
- 94 students eligible for Free & Reduced Lunch

2017

- 148 students 9-12
- 5 sections
- 37 students enrolled in AP/Courses or rigor (10-12)
- 61% ethnic minorities
- 85 students eligible for Free & Reduced Lunch



Eureka High School AVID 2017 Data

Seniors 2017

- 100% FAFSA completion
- 100% SAT or ACT taken
- 33 AP classes taken during EHS career
- 8 college/dual enrollment classes
- 100% completed 4 year college application
- 10 attending a UC or CSU
- 8 attending a community college
- 2 Undecided





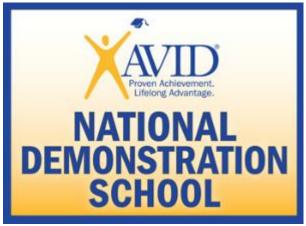
Schoolwide Site of Distinction to Demo

Site of Distinction - Metrics

- 771 eligible schools
- 104 approved and award
- Schoowide AVID College Readiness Strategies and Culture
- Constructing Meaning and AVID strategies used side by side for student success

AVID National Demonstration School Why?

Process & Criteria





An AVID National Demonstration School exhibits a college readiness system that is evident across the campus through rigor and high expectations for all students. There is significant evidence of AVID impact schoolwide, particularly with the infusion of AVID methodologies in the content areas that goes beyond binders and focused note-taking.



AVID at Winship 2017

- Year 2
- 3 attended Summer Institute
- 5 will attend this summer
- 1 AVID Elective: 7th & 8th (25 students)
- AVID Elective
 Fidelity
- AVID Shadow Day
- Binders, CSG's schoolwide

Decadys 4, 2017 Dreams



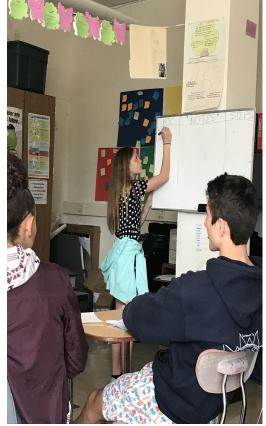
New Sites for 2017-18

<u>Zane</u>

- Team of 8 to summer institute
- **1 AVID Elective Class**
- 6th grade curriculum for student success, engagement, and CRT

Grant Elementary

Visit to Napa Valley Language Academy Team of 5 to summer institute Rolling out 4th-5th next year





AVID Elementary incorporates:

Student Success Skills – encompassing communication skills (e.g. listening, speaking, writing), self-advocacy skills, note-taking strategies, critical thinking, and study skills.

Organizational Skills – both mental and physical; students learn to use organizational tools, as well as learn and practice skills around time management and goal-setting.

WICOR Lessons – emphasize instruction on writing to learn, inquiry, collaboration, organization, and reading to learn in all content areas.

Partnerships – among students, classrooms, grade levels, schools, feeder patterns, families, and communities.



New Sites for 2017-18





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Student Speakers

"One Dream- One Goal -One AVID family!"

Kyleeanna Zink-Clinton & Lily Nord Sunshine Hang Karyn Jensen Luis Lopez Nani Villa







Thank You

Thank you for your continued support of AVID!

Upcoming AVID Events:

- May 9th AVID Senior Honorary Ceremony
- July 10-12th AVID Summer Institute in Sacramento



Eureka City Schools Board of Education **AGENDA ITEM**

Agenda Title:Minutes of the Regular Meeting from April 13, 2017Meeting Date:May 4, 2017Item:Consent

WHAT (the board is asked to discuss, receive, approve, or adopt) The Governing Board is asked to approve the minutes from the regular meeting on April 13, 2017.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans) Not applicable.

STRATEGIC PLAN/PRIORITY AREA:

Subject does not apply to a Strategic Plan Priority Area

HISTORY (*list previous staff or board action(s) with dates if possible*) Not applicable.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) Not applicable.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Fred Van Vleck, Ed.D. - Superintendent

ATTACHMENTS: Description

Draft Mins - 04.13.17

Eureka City Schools Board of Education

2100 J Street, Eureka, CA 95501 Regular Meeting 7:00 PM April 13, 2017 MINUTES

A. CALL TO ORDER OF OPEN SESSION (5:30 p.m. – Room 118)

President Ollivier called the open session to order at 5:34 p.m.Members Present:Johnson, Ollivier, Davis, Taplin, DuncanMembers Absent:NoneStaff Present:Van Vleck, Davies-Hughes, Alexander, Will, Harris

B. PUBLIC COMMENT ON CLOSED SESSION ITEMS

No public comment.

C. CLOSED SESSION (Closed to Public) (Room 118)

President Ollivier mo	ved the meeting to closed session.
Members Present:	Johnson, Ollivier, Davis, Duncan, Taplin
Members Absent:	None
Staff Present:	Van Vleck, Davies-Hughes, Alexander, Will

- Employee discipline, dismissal, release, appoint, accept the resignation of or otherwise affect the employment status of a public employee (GC § 54957)
- (2) Conference with labor negotiator Superintendent Van Vleck regarding Eureka Teachers Association, Classified White and Blue Collar Units, and/or Unrepresented Employees (Confidential and Classified and Certificated Management) (GC § 54957.6)
- Conference with Superintendent Pending Litigation, One Case (GC § 54956.9)

D. RECESS FOR EMPLOYEE RECEPTION (6:40 p.m. – Room 114)

E. RECONVENING OF OPEN SESSION (Room 116)

President Ollivier reconvened the meeting at 7:02 p.m.Members Present:Johnson, Ollivier, Davis, Taplin, DuncanMembers Absent:NoneStaff Present:Van Vleck, Davies-Hughes, Alexander, Will, Harris

F. REPORT OUT FROM CLOSED SESSION

No action to report on closed session Items C(1) or C(2). Item C(3) will continue in closed session after open session.

G. PLEDGE OF ALLEGIANCE TO THE FLAG – Lafayette Elementary School

Students from Lafayette Elementary School led the Board in the pledge of allegiance. Students also shared what they love about Lafayette Elementary.

H. BOARD RECOGNITION

(4) Newly Hired Employees and New Permanent Classified Employees

Newly hired employees and new permanent classified employees were recognized in front of the Governing Board. New employees include Kim Walford-Bergel (EHS), Kelleen Mead (Washington), Mary Leipzig (Washington), Gaylene Steinberg (Washington), Kaitlin Dalby (Winzler), James Karanopoulos (Central Kitchen), Jason delongh (Tech), Kris Lane (District) and Sadie Mars (District). Brooke Spencer was also recognized as a newly permanent classified employee and received a certificate and apple pin.

I. ADJUSTMENTS TO THE AGENDA

(5) Approval of the Agenda - No adjustments to the Agenda.

It was M/S by Johnson/Davis to approve the Agenda. Student Board Representative: aye 0, no 0, absent 1. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

J. INFORMATION

- (6) Student Reports No reports.
- (7) Superintendent's Report High school graduation rates were just released for 2016 and EHS has one of the highest graduation rates in Humboldt County, coming in at 97%. Ferndale High School rated the highest with a graduation rate of 100%. The state graduation average is 82%. Van Vleck commends Principal Jennifer Johnson for her hard work at EHS and everything she does to promote student success. Van Vleck provided the Board with a copy of the sign-up sheet for the 2017 Promotion/Graduation Schedule. The Board members discussed the schedule and determined which trustee would be attending which promotion/graduation.
- (8) Board Members' Report
 - Johnson recently received an invitation to her son's commencement from Sacramento State in the mail. He will be graduating in May with a degree in criminal justice and plans to attend the CHP academy in June. She is very proud of him and his accomplishments and is reminded of the importance of student success.
 - Taplin attended the League of Women Voters State of the Community luncheon recently and enjoyed the event. The speaker was excellent and had many worthwhile things to say.
 - Ollivier also attended the League of Women Voters State of the Community luncheon. She notes DHHS is looking for information on available rentals and she was glad to put her name on the list of possible landlords. Lunch was a heartwarming experiences and she was touched to hear about some of the life experiences of others.
 - Davis was disappointed to miss the State of the Community lunch. She was unexpectedly unable to attend due to work issues.

• Duncan did not attend the State of the Community lunch. He plans on attending the lunch next year. He is currently enjoying coaching baseball and being involved in other sports.

K. PUBLIC COMMENT ON NON-AGENDA ITEMS

Kim Bergel, with the City of Eureka, addressed the Board regarding human trafficking. She appreciated EHS doing the pilot program to educate youth about human trafficking. She also notes the last show for *Jane Doe in Wonderland* is tomorrow night at 6:30 p.m. at Fortuna High School. She believes awareness and taking action on the issue of human trafficking is important, as this is a real issue in our area.

L. CONSENT CALENDAR

It was M/S by Johnson/Taplin to approve the following Consent Calendar items:

- (9) Approval of Personnel Action Report #13 Referred to the Board by: Renae Will, Director of Personnel Services and Public Affairs
- (10) Minutes of the Regular Meeting from March 30, 2017 Referred to the Board by: Fred Van Vleck, Ed.D., Superintendent
- (11) Quarterly Report to the Governing Board as Mandated by the State, In Regards to the Williams Lawsuit Referred to the Board by: Michael Davies-Hughes, Assistant Superintendent Educational Services
- Adjustment to Board Meeting Calendar May 25, 2017 Board Meeting Moved to May 23, 2017 Referred to the Board by: Fred Van Vleck, Ed.D., Superintendent
- (13) Approval of March 2017 Warrants Referred to the Board by: Paul Ziegler, Assistant Superintendent of Business Services
- (14) Accept Donation to Eureka High School: Auto Shop Program Referred to the Board by: Paul Ziegler, Assistant Superintendent of Business Services
- (15) Field Trip: Multicultural Club Field Trip to Redding, CA on May 27-28, 2017 Referred to the Board by: Renae Will, Director of Personnel Services and Public Affairs
- (16) Field Trip: Limited Edition/Jazz Ensemble Field Trip to Pleasant Hill, Oregon on April 20-23, 2017 Referred to the Board by: Renae Will, Director of Personnel Services and Public Affairs

 Athletic Director's Attendance at the CSADA (California State Athletic Director Association) Annual State Conference in Reno, NV on April 20-23, 2017
 Referred to the Board by: Michael Davies-Hughes, Assistant Superintendent Educational Services

Student Board Representative: aye 0, no 0, absent 1. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

M. DISCUSSION/ACTION

 (18) Zoe Barnum Self Study WASC Report 2016-2017 Referred to the Board by: Michael Davies-Hughes, Assistant Superintendent Educational Services

Omar Khattab addressed the Board regarding the WASC Report from 2016-17. Van Vleck notes there is a welcoming reception for the visiting WASC team scheduled for Sunday, April 23, 2017 at 4:00 p.m. The Board is invited to attend this welcoming reception.

Khattab shared a presentation with the Board which noted what the visiting committee will be looking at during the visit in April 2017. The WASC visiting committee will review the student/community profile and supporting data, progress report, overall summary and analysis of profile data and progress, self-study findings (divided into five categories), schoolwide action plan and staff commitments. Should Zoe Barnum become WASC accredited after the visiting committee does its analysis, it will be the only continuation high school in Humboldt County to carry this accreditation.

It was M/S by Taplin/Johnson to take action and approve the Zoe Barnum Self Study WASC Report 2016-2017. Student Board Representative: aye 0, no 0, absent 1. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

N. DISCUSSION

 (19) Local Control Accountability Plan Update Referred to the Board by: Michael Davies-Hughes, Assistant Superintendent Educational Services

Davies-Hughes presented an update to the Board on the Local Control Accountability Plan (LCAP). The writing team has been formed and has already met for two full days. The annual update is completed and the stakeholder meetings have been conducted. Decisions have been made in regard to the goals (same two goals), and the team will continue to focus input on ideas that will support the goals. The team is working on carefully selecting metrics so "data mining" can be easily complied. A commercially available infographic will be used. Davies-Hughes also discussed what is coming up in the near future and timelines for the LCAP updates. The public hearing is scheduled for June 27, 2017 and the adoption will take place on June 29, 2017.

Van Vleck notes the amount of work done on the LCAP and thanks Davies-Hughes and his team for their hard work. A submission has been made to California School Board Association Annual Education Conference relating to the LCAP process and Van Vleck is hopeful it will be selected.

O. CLOSED SESSION

President Ollivier moved the meeting to Closed Session at 7:54 p.m.

P. RECONVENING OF OPEN SESSION

President reconvened to open session at 8:06 p.m.

Q. REPORT OUT FROM CLOSED SESSION

No action to report on closed session Items C(3).

R. ADJOURNMENT

President Ollivier adjourned the meeting at 8:07 p.m.

Respectfully submitted,

Fred Van Vleck, Ed.D. Secretary of the Board of Education

Recording Secretary, Micalyn Harris

CLERK OF THE BOARD

DATE

The next regular meeting will be held on May 4, 2017 at 7:00 p.m. in the Boardroom #116 at 2100 J Street, Eureka, CA.

Eureka City Schools Board of Education **AGENDA ITEM**

Agenda Title:Approval of Personnel Action Report #14Meeting Date:May 4, 2017Item:Consent

WHAT (the board is asked to discuss, receive, approve, or adopt) Not applicable.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans) Not applicable.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 2: RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND RETENTION OF QUALITY STAFF

HISTORY (*list previous staff or board action*(s) *with dates if possible*) Not applicable.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) Not applicable.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Renae Will, Director of Personnel Services and Public Relations

ATTACHMENTS:

Description

Personnel Report #14

EUREKA CITY SCHOOLS PERSONNEL REPORT NO. 14 May 4, 2017

The following personnel are submitted to the Board of Education of the Eureka City Schools for approval:

CERTIFICATED PERSONNEL

ASSIGNMENTS

Albee, Bradley Winfield-Perez, Lawrence	Summer School Principal, (District), eff. 6/22/17 – 7/25/17 Probationary I Teacher, 1.0 FTE, (Zane), eff. 8/21/2017		
	CHANGE OF STATUS		
Wagner, Tammi	From: Teacher, Unpaid Leave of Absence from regular classroom, 1.0 FTE, (Washington)		

- From: Temporary Teacher on Special Assignment (TOSA) Elementary Intervention Teacher/Instructional Coach, 1.0 FTE, (District), 1.0 FTE
 - To: Elementary Principal, 1.0 FTE, (Lafayette), eff. 7/1/2017

DAY-TO-DAY SUBSTITUTES

Claypool, Margaret	Day-to-Day Substitute Teacher, eff. 4/21/2017 – 6/16/2017
Griffith, Sara	Day-to-Day Substitute Teacher, eff. 4/7/2017 – 6/16/2017
Lawrence, Nancy	Day-to-Day Substitute Teacher, eff. 3/22/2017 – 6/16/2017
Ormsby, Wendy	Day-to-Day Substitute Teacher, eff. 4/6/2017 – 6/16/2017
Reynolds, Amanda	Day-to-Day Substitute Teacher, eff. 4/5/2017 – 6/16/2017

CLASSIFIED PERSONNEL

RESIGNATIONS

Chambers, Paula	Monitor (Grant) 3.25 hrs/day, eff. 4/22/17
Rivas, Marta	Instructional Assistant Special Ed I (EHS) 6 hrs/day, eff. 3/25/17
Sand, Sarah	Monitor (Zane) 1 hr/day, eff. 4/1/17
Tinkham, Maria	Instructional Assistant Special Ed III (Washington) 6 hrs/day, eff. 4/1/17
	<u>APPOINTMENTS</u>

Alvarez, Halina	Instructional Assistant Special Ed III (Washington) 6 hrs/day, eff. 4/3/17
Harris, Candes	Monitor (Washington) .75 hr/day, eff. 3/28/17
Lo, Pang	Instructional Assistant Special Ed I (Alice Birney) 4 hrs/day, eff. 4/3/17
Sharp, Edward	Monitor (Grant) 3.25 hrs/day, eff. 4/7/17

SPECIAL APPOINTMENTS

Barrett, Lupe Cervantes, Luis Morris, Julianna Renquist, Robert Renquist, Robert Rivas, Marta	Interpreter Sub, eff. 3/14/17 Food Service Delivery Driver Sub, eff. 4/7/17 Clerical/Monitor/Instructional Assistant Sub, eff. 3/13/17 Secondary Library Technician Sub (District) Not to exceed 20 hours, eff. 4/1/17 – 4/30/17 Clerical/Monitor/Instructional Assistant Sub, eff. 4/1/17 Instructional Assistant Special Ed I Sub, eff. 3/25/17
	<u>CHANGE OF STATUS</u>
Bade, Wendy	Speech Language Pathology Assistant (Washington) From: Partial Unpaid Leave of Absence, 7 hrs/day, 2 days/wk, eff. 10/6/16 – 6/16/17 To: Partial Unpaid Leave of Absence, 7 hrs/day, 1 day/wk, eff. 4/3/17 – 6/16/17
Harris, Mallory	From: Instructional Assistant Special Ed III (Grant) 6.5 hrs/dayTo: Instructional Assistant Special Ed III (Washington) 6 hrs/day, eff. 4/25/17
Robershotte, Michael	From: Warehouse Delivery Driver (Food Serives) 8 hrs/dayTo: Elementary Lead Custodian (Lincoln) 8 hrs/day, eff. 4/17/17
	LEAVE OF ABSENCE
Pierce, Debbie	Partial Unpaid Leave of Absence, Monitor (Lafayette) 1.25 hrs/day, eff. 2/13/17 – 6/16/17

Sharp, EdwardPartial Unpaid Leave of Absence, Monitor (Grant).75 hr/day, eff. 4/4/17 - 6/16/17

	Eureka City Schools Board of Education
	AGENDA ITEM
Agenda Title:	Approve Inventory Transfer Form for the 2017 Transit Wagon Purchased by the North Coast Agriculture Partners (NCAP) for the Eureka High School Agriculture Program
Meeting Date:	<u>May 4, 2017</u>
Item:	Consent

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is asked to approve the Inventory Transfer Form for the 2017 Transit Wagon that was purchased by the North Coast Agriculture Partners (NCAP) for the Eureka High School Agriculture Program.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

The North Coast Agricultural Program (NCAP) is transferring ownership of a 2017 Transit Wagon from Fortuna Union High School District to Eureka High School/Eureka City Schools for use in creating and sustaining the agriscience parthway for their students.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 11: FACILITIES, EQUIPMENT, AND TECHNOLOGY

HISTORY (*list previous staff or board action(s) with dates if possible*) Not applicable.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) Not applicable.

WHO(*list the name of the contact person*(s), *job title, and site location*) Fred Van Vleck, Ed.D., Superintendent

ATTACHMENTS:

Description

NCAP - Inventory Transfer Form

Image: Second Second

Inventory Transfer Form

The following items were purchased by the North Coast Agriculture Partners (NCAP) through Fortuna Union High School District (FUHSD). These items were purchased for the sole use of the consortium member LEA to support their Agriculture department in creating and sustaining the Agriscience pathway for their students.

By accepting the below items, the LEA acknowledges their responsibilities as a member of the consortium, outlined in the North Coast Agriculture Partners' Memorandum of Understanding (MOU).

	Item Description				
NCAP Tag #	Туре	Brand	Model	Serial #	Original Cost
200207	Vehicle	Ford	2017 Transit Wagon	1FMZK1ZG1HKA34872	\$39,950.45

The above items are being transferred from Fortuna Union High School District/North Coast Agriculture Partners to **Eureka High School, Eureka City Schools**. The receiving LEA acknowledges that they are responsible for all inventory tracking and reporting requirements for these items.

Receiving LEA Approval:	R	Date: ///2/17
NCAP Director Approval: _	SADale	Date: <u>3-2-17</u>
FUHSD Approval:		Date: <u>3/6/17</u>

Fortuna Union High School District, 379 12th Street, Fortuna, CA. 95540, 707-725-4461 ext. 3131

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Deal Buyer Trades	Business Office FORTUNA UNION HIGH SCHOOL DIST 379 12TH STREET, FORTUNA, CA, 95540 Home: (707) 441-2503 Cell: (707) 223-4545 Email: sdalefuhsdistrict.org County:			N 1	Stock # 11352 N 17 FORD TRANSIT WAGON 1FMZK1ZG1HKA34872		
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	Eureka City Schools Board of Education AGENDA ITEM
Agenda Title:	Approve Memorandum of Understanding Between Fortuna Union High School District as Financial Agent for North Coast Agriculture Partners and Eureka City Schools
Meeting Date: Item:	<u>May 4, 2017</u> <u>Consent</u>

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is asked to approve the Memorandum of Understanding (MOU) between Fortuna Union High School DIstrict (FUHSD) as Financial Agent for the North Coast Agriculture Partners Consortium (NCAP Consortium), California Career Pathways Trust Grantee and Eureka City Schools (ECS).

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

The MOU sets forth, defines and establishes mutual agreements, understandings, and obligations by and between FUHSD, as the Financial Agenda for the NCAP Consortium, and ECS.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 11: FACILITIES, EQUIPMENT, AND TECHNOLOGY

HISTORY (*list previous staff or board action(s) with dates if possible*) Not applicable.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) Not applicable.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Fred Van Vleck, Ed.D., Superintendent

ATTACHMENTS: Description

MOU - 05.04.17 Bd Mtg

MEMORANDUM OF UNDERSTANDING (MOU) Between the Fortuna Union High School District (FUHSD) as Financial Agent for the North Coast Agriculture Partners Consortium, California Career Pathways Trust Grantee and Eureka City Schools (ECS)

RECITALS

- A. Fortuna Union High School District ("FUHSD") is the acting financial agent ("FA") for the California Career Pathways Trust ("CCPT") grantee consortium known as North Coast Agriculture Partners ("NCAP").
- B. NCAP consists of thirteen high school districts, two community colleges, and one university: Eureka City Schools, Ferndale Unified School District, Northern Humboldt Union High School District, St. Helena Unified School District, Del Norte County High School District, Anderson Valley Unified School District, Cabrillo Unified School District, Healdsburg Unified School District, Livermore Valley Joint Unified School District, Petaluma Joint Union High School District, Sonoma Valley Unified School District, Shoreline Unified School District, West Sonoma County Union High School District, Shasta College, College of the Redwoods, and California Polytechnic State University.
- C. The purpose of this MOU is to set forth, define, and establish mutual agreements, understandings, and obligations by and between the FUHSD, as the FA for the NCAP Consortium, and ECS.
- D. Once approved by the parties, the effective dates of this MOU will be **July 1, 2016** through **June 30, 2017**.

TERMS and CONDITIONS

I. FUHSD, as FA for NCAP Consortium agrees to:

- a. Provide services to perform the reasonable duties of managing grant funds as the NCAP Consortium FA.
- b. Provide office space, supplies and equipment as necessary for the Program Specialist to carry out the job duties defined in the grant. See attachment A.
- c. Provide reimbursement funds to participating districts for substitute costs deemed necessary by the Program Specialist to carry out the terms of the grant.
- d. Purchase, acquire and deliver equipment, supplies, and services to participating districts as outlined in the grant narrative.

- e. Conduct a "Needs Assessment" to determine the status of each district in the development of the Agriscience pathway.
- f. Provide in-service and training for staff members in the Agriscience pathway.
- g. Facilitate formal collaboration between the secondary, post-secondary, and business partners of the NCAP Consortium.
- h. Facilitate student participation in activities to develop personal career readiness skills.

II. ECS, as a NCAP Consortium partner, agrees to:

- a. Commit to fully implement a career pathway program in the area of Agriscience.
- b. Form a strong collaboration, documented in a formal agreement, with NCAP Consortium post-secondary partners, agriculture business partners, and other agencies to create a link with industry work based opportunities for students.
- c. Identify a member of the Agriculture Advisory committee to serve as a representative to the NCAP Advisory Committee.
- d. Recruit students into the career pathway representative of overall school population.
- e. Provide dedicated, credentialed and highly qualified Agriculture teachers and staff to work on the career pathway program who can facilitate efforts to coordinate with postsecondary education.
- f. Work with various entities to develop seamless transitions for students into postsecondary education, employment and or training in the area of Agriscience.
- g. Establish opportunities for all pathway students to:
 - 1. Explore community college credit options through dual enrollment opportunities.
 - 2. Participate in appropriately sequenced work-place experiences to make informed choices among postsecondary options.
 - 3. Participate in activities to develop personal career readiness skills which are required for success in the workplace.
- h. Provide pathway teachers release time for relevant, ongoing professional development including support and frequent opportunities for reflection and collaboration during the school year. This includes activities that are developed

specifically by the NCAP Consortium as well as those supported by the California Agriculture Teachers Association ("CATA") professional organization that relate to student leadership development, career development skills, curriculum development, and other professional development. The activities deemed necessary by the Program Specialist will be financially supported by NCAP.

- i. Process payroll expenses for substitute costs to be reimbursed by the FA that have been approved by the Program Specialist as part of the NCAP Consortium activities.
- j. Maximize available funding streams (in addition to the grant funding) to support the needs of participating students within the career pathway.
- k. Support the Agriscience Career Pathway and NCAP Consortium beyond the funding cycle of the grant.
- 1. Provide the Program Specialist with necessary data and/or access to student data systems for reporting information required by the grant in a timely and consistent manner.
- m. Work to meet the goals and program outcome measures that were established for the NCAP Consortium.

III. ECS will be responsible for the following program deliverables:

- a. ECS will provide the Program Specialist with necessary data and access to student data systems on a quarterly basis, or more frequently as determined by the CCPT funding rules to report information required by the grant until June 30, 2019.
- b. ECS will provide access to student data of students enrolled in the Agriscience pathway that reflects evidence of students involved in inter-curricular workplace learning as part of their grade.
- c. ECS will guarantee that any equipment, supplies, or capital outlay items purchased by the NCAP Consortium will be for the sole use of the Agriculture Department.

IV. TERMINATION

- a. This MOU will terminate at midnight on June 30, 2017.
- b. Either party may terminate this agreement at any time prior to June 30, 2017 and for any reason upon giving **90 days** written notice to the FA.

V. MISCELLANEOUS

a. <u>Entire Agreement</u>.

This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the mutual agreements, understandings, and obligations by and between the parties, and supersedes all prior and contemporaneous understandings or MOUs of the parties on this subject. No party has been induced to enter into this MOU by, nor is any party relying on any representation or warranty outside those expressly set forth in this MOU.

b. <u>Amendment</u>.

The provisions of this MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

c. <u>Notices</u>

Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the most recent address specified by the addressee. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

d. <u>Waiver</u>.

Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.

e. Assignment.

Neither party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party. Any purported assignment without written consent shall be void.

f. <u>Parties in Interest</u>.

Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties

to it and their respective successors and assigns. Nothing in this MOU is intended to relieve or discharge the obligation or liability of any third person to either party to this MOU. No provision in this MOU shall give any third person any right of subrogation or action against either party to this MOU.

g. <u>Severability</u>.

If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

h. <u>Conflict.</u>

In the event a conflict arises between any of the provisions of this MOU, By-Laws, or the Operating Policies of NCAP and the CCPT grant, the provisions of the CCPT grant shall prevail.

i. <u>Counterparts</u>.

This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representative.

Senestrato, Superintendent Glen Fortuna Union High School District Fred Van Vleck, Superintendent Eureka City Schools

Aprel

Sandra A. Dale, Program Specialist North Coast Agriculture Partners

Date

Date

Eureka City Schools Board of Education		
	AGENDA ITEM	
Agenda Title:	Resolution 16-17-030, Recognizing May 9, 2017 as "Dia del Maestro/Day of the Teacher"	
Meeting Date:	<u>May 4, 2017</u>	
Item:	Consent	

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is asked to approve Resolution 16-17-030 proclaiming May 9, 2017 as the Day of the Teacher.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

The Governing Board is asked to the attached Resolution in honor of its teachers everyday dedication and contributions to a quality education program for the youth and adults in the Community.

STRATEGIC PLAN/PRIORITY AREA:

Subject does not apply to a Strategic Plan Priority Area

HISTORY (list previous staff or board action(s) with dates if possible)

The Governing Board annually recognizes Eureka City Schools' teachers with the adoption of a resolution in support of the California Day of the Teacher.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) Not applicable.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Fred Van Vleck, Ed.D., Superintendent

ATTACHMENTS:

Description

RESO - Day of the Teacher

Eureka City Schools Resolution #16-17-030 Day of the Teacher - May 9, 2017

WHEREAS, in 1982, legislation co-sponsored by California Teachers Association and the Association of Mexican American Educators was passed proclaiming "Dia del Maestro/Day of the Teacher," and

WHEREAS, the theme of the 35th annual California Day of the Teachers is: "**Teachers Deliver**"; and

WHEREAS, California teachers have been historically responsible for educating the leaders, the professionals, the workers, the entrepreneurs, and the visionaries that helped make this state the dynamic place it is; and

WHEREAS, California teachers have been responsible for educating millions of students since the state's founding and have led efforts to promote and advance educational opportunity for all; and

WHEREAS, for more than 150 years, California teachers have promoted the value of public education and advocated for the resources necessary to maintain high-quality schools and colleges; and

WHEREAS, California teachers have not only historically shaped the education system in the state, but continue to take a leading role in efforts to improve education for all; and

WHEREAS, the Board of Education for Eureka City School District recognizes and commends its teachers for their everyday dedication and contributions to a quality education program for our youth and adults of Eureka; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education for Eureka City Schools hereby acknowledges the many contributions the Eureka City Schools' teachers make to quality education in this district by supporting May 9, 2017, as Dia del Maestro/Day of the Teacher in Eureka City Schools.

Lisa Ollivier, Board President

Date

	Eureka City Schools Board of Education
	AGENDA ITEM
Agenda Title:	<u>Resolution 16-17-031, Recognizing May 21-27, 2017 as</u> "Classified School Employee Week"
Meeting Date:	<u>May 4, 2017</u>
Item:	Consent

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is asked to approve Resolution 16-17-031, proclaiming May 21-27, 2017 as Classified School Employee week at Eureka City Schools.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

The Governing Board annually recognizes the outstanding performance and accomplishments of the Eureka City Schools classified employees by adopting a resolution in support of Classified Employee Week. Schools sites throughout the District acknowledge their classified employees during this time.

STRATEGIC PLAN/PRIORITY AREA:

HISTORY (*list previous staff or board action*(s) *with dates if possible*) Annual approval and celebration.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) Not applicable.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Fred Van Vleck, Ed.D.,Superintendent

ATTACHMENTS:

Description

RESO - Classified School Emp. Week

Eureka City Schools

Resolution #16-17-031 Classified School Employee Week - May 21-27, 2017

WHEREAS, classified school employees are the everyday heroes who play crucial roles in our schools; and

WHEREAS, from the time students board a school bus to the time they head home at the end of the day, every aspect of their educational experience is impacted by a classified school employee; and

WHEREAS, from transporting and feeding students to teaching them vital skills and ensuring that schools are operating smoothly, classified employees are integral to public education; and

WHEREAS, classified school employees have continued to provide for the welfare and safety of the students of Eureka City Schools; and

WHEREAS, classified school employees have served students, staff, parents, and the citizens of the district by positive support of academic and extracurricular efforts of students and continue to help improve the current instructional programs at our schools; and

WHEREAS, classified school employees maintain communication with parents and local citizens in a manner that helps to bring respect and belief in Eureka City Schools; and

WHEREAS, classified school employees of Eureka City Schools strive for excellence in all areas relative to the educational community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education for Eureka City Schools hereby acknowledge the contributions of the Eureka City School's classified employees to a quality educational organization by supporting May 21-27, 2017, as Classified School Employee Week in Eureka City Schools.

Lisa Ollivier, Board President

Date

	Eureka City Schools Board of Education
	AGENDA ITEM
Agenda Title:	Quarterly Report to the Governing Board as Mandated by the State, In Regards to the Williams Lawsuit
Meeting Date:	<u>May 4, 2017</u>
Item:	Consent

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is being asked to receive the first quarter 2016 Williams Uniform Complaints report. There were no Williams case-related complaints in the months of January, February or March 2016.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

A review of District records revealed that the first quarter report for 2016 was not brought before the Board during the month of April, 2016. In order to meet State requirements regarding the Williams Settlement this report is now coming before the Governing Board.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 1: ENGLISH LANGUAGE ARTS AND MATH PROGRAMS

HISTORY (*list previous staff or board action(s) with dates if possible*) Quarterly reports are given to the Governing Board.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) No financial impact to the District.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Michael Davies-Hughes, Assistant Superintendent, Educational Services

ATTACHMENTS: Description

Ist Quarterly 2016 Report



Eureka City Schools

2100 J Street, Eureka, CA 95501 (707) 441-2400

Quarterly Report on Williams Uniform Complaints (Education Code §35186)

Quarterly Reporting Period (please check one)

- First Quarter 2016 January 1 through March 31, 2016
- Second Quarter 2016 April 1 through June 30, 2016
- □ Third Quarter 2016 July 1 through September 30, 2016
- □ Fourth Quarter 2016 October 1 through December 31, 2016

PLEASE CHECK THE BOX THAT APPLIES:

- No complaints were filed with any school in the district during the quarter indicated above.
- □ Yes, complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
TOTALS	0		

Fred Van Vleck, ED (Print Name of District Superintendent)

(Signature of District Superintendent)

Please return hard copy to:			
	Rosemarie Butler, School Support		
Humboldt County Office of Education			
or Fax: 707-445-7149			
	Quarter 1 due:	04/10/2016	
1	Quarter 2 due:	07/10/2016	
	Quarter 3 due:	10/10/2016	
Quarter 4 due: 01/10/2017			

	Eureka City Schools Board of Education AGENDA ITEM
Agenda Title:	<u>Memorandum of Understanding between Eureka City Schools</u> (ECS) and College of the Redwoods (CR) concerning Adult Education Funds
Meeting Date: Item:	<u>May 4, 2017</u> <u>Consent</u>

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is asked to approve the Memorandum of Understanding between ECS and CR concerning Adult Education Funds.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

The purpose of the MOU is to document the relationship and articulate roles and responsibilities between Redwood Adult Education's (RAE) fiscal agent CR and ECS, concerning Adult Education funds distributed by the state to CR in its role as fiscal agent.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 13: ALTERNATIVE AND OPTIONAL EDUCATION PROGRAMS AND SERVICES

HISTORY (list previous staff or board action(s) with dates if possible)

In June 2015, Governor Jerry Brown signed AB 104 into law, establishing the Adult Education Block grant. At the January 14, 2016, Board meeting, the Board of Trustees approved an MOU between Redwoods Community College District (RCD) and Eureka City Schools (ECS) regarding the district's participation in the North Coast Adult Education Consortium. ECS received a pass through amount of \$252,579 for 2016-2017. This is an update to the MOU approved at the May 4, 2017 Board meeting.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) ECS will receive a pass through amount of \$252,579 for 2017-2018.

WHO(list the name of the contact person(s), job title, and site location)

Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

- Description
- D MOU between CR & ECS Ad Ed

Memorandum of Understanding Between College of the Redwoods And Eureka City Schools

Term of the Agreement: July 1, 2016 through February 16, 2019

I. Purpose and Parties

The purpose of this MOU is to document the relationship and articulate roles and responsibilities between North Coast Adult Education (NCAE) fiscal agent College of the Redwood (CR) and Eureka City Schools (ECS), concerning Adult Education funds distributed by the state to CR in its role as fiscal agent.

II. Background

AB 86 Planning Grant

The 2013-14 State Budget, under the auspices of Assembly Bill 86, appropriated \$25 million to the California Community College Chancellor's Office to provide funding for two-year adult education planning and implementation grants. AB86 supported the development of regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults. From July 1, 2013, to December 31, 2015, AB86 consortia, consisting of K-12 school districts, community college districts, and other partners developed regional education and workforce service plans for adults.

AB 104 Adult Education Block Grant

On June 24, 2015, Governor Jerry Brown signed AB 104 into law. The 2015-16 year represented the transition period from the planning that took place with AB86 to the actualization of the Adult Education Block Grant (AEBG). The 2015-16 State Budget included \$500 million in new funding for seven authorized adult education program areas.

Role and Function of NCAE

For 2016-17, a total of \$1,095,445 was allocated to NCAE. Eligible K-12 districts will receive \$322,429 for "maintenance of effort" (MOE) and the remaining consortium allocation will be distributed per NCAE's annual Consortium Fiscal Administration Declaration (CFAD). The 2016-2017 CFAD was approved by the NCEA Executive Committee on April 27, 2016. The 2017-2018 CFAD will be presented to the NCAE Executive Committee for a vote in the spring of 2017.

III. Role of CR and ECS

Role of CR

As the fiscal agent, CR will distribute consortium funds in accordance to the NCAE Governance and Fiscal Allocation Plans (approved January 20, 2016), AB 104, CFAD, and Education Code section 84913. CR will be responsible for collecting, compiling, and reporting consortium-level fiscal, program information, and learner performance outcome measures to the AEBG office.

Role of ECS

ECS will adhere to the agreements outlined in the NCAE Governance and Fiscal Allocation Plans (approved January 21, 2016). ECS will be responsible for participating in the consortium decision-making process and reporting member fiscal, program information, and learner performance outcome measures to the consortium as specified in AB 104 and any associated AEBG Program guidelines.

Role of Both Parties

Both parties will work together to comply with AB 104's reporting requirements. AB 104 requires that each consortium report allocations by participating members, budgets by program area and objective, and file expenditure and progress reports. Allocations by members should match expenditures and adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide.

IV. CR Responsibilities

As the NCAE fiscal agent, CR will act as the banker, process expenditure contracts as agreed upon by the members, and work with the members to implement fiscal decisions per NCAE's 2016-17 Annual Plan and Three-Year Amended Consortium Plan. CR will make timely monetary allocations, provided the State transfers the necessary cash funding to CR in a timely manner. Notwithstanding any other payment deadlines or other sections of this MOU, CR will not be expected to provide cash flow financing for the activities in this MOU.

As the designated fiscal and program information-reporting agency, CR will:

- 1. Compile and report members' consortium allocation expenditures and progress every six months to the California Community Colleges Chancellor's Office's online system.
- 2. Compile and report members' final program-area expenditures for MOE and consortium allocations to the AEBG office annually in July.
- 3. Compile and submit members' mid-year report and annual report for student summary report and program-outcome summary report for student progress to the AEBG office.
 - a. The student summary report will include: (1) the number of students served by members of the consortium, (2) the demographics for these students, and (3) student enrollment by program.
 - b. The program outcome summary report for student progress will include: (1) improved literacy skills, (2) completion of high school diplomas and recognized equivalents, (3) completion of post secondary certificates, degrees, or training programs, (4) placement into jobs, (5) improved wages, (6) transfers from adult school to post-secondary, and(7) transfers from post-secondary noncredit to credit.
- 4. ECS will receive their pass through amount of \$252,579 for 2016-2017 and \$252,579 for 2017-2018 based on the following distribution schedule:

Allocat	ion Release Date
	2016-17 Schedule
50%	Upon signed agreement
25%	March, 2017
25%	June, 2017

2017-18 Schedule

25%	October 2017 or upon funds being received from State.
25%	January 2018
25%	March 2018
25%	June 2018

This schedule reflects anticipated release dates of State funds to CR and the requirement for the Fiscal Agent to apportion funds within 45 days of receiving those funds from the state. If State funds are made available sooner, CR will adhere to the 45 day requirement.

- 5. Compile and report consortium-level data required by AB 104 and AEBG as needed.
- 6. Recognizing the importance of accurate data gathering, management, and reporting, NCAE will Reimburse ECS the costs of 1-3 release days annually and any related travel costs for the ECS employee responsible for reportable data under AB 104.

V. ECS Responsibilities

To enable NCAE's reporting to the AEBG Office, ECS will be responsible for monitoring their own activities and reporting to NCAE all relevant fiscal and program activities. This includes any necessary student participation data, expenditure documentation, and any AB104 information necessary for the successful completion of AB104 mandated reports, performance measures, and program outcomes. The State has designated TopsPro Enterprise as the reporting software.

Expenditures must adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide, and follow other guidelines established by the AEBG Office.

ECS will designate a person/persons with proper authority to certify all information submitted to NCAE. ECS accepts all liability for any disallowed costs, should they arise.

ECS will:

- 1. Submit expenditure information.
 - a. Report consortium allocation expenditures to CR every six months prior to the AEBG reporting due dates. The reporting calendar will run from July 1, 2015 to January 30, 2018. Dates are subject to change.

Reporting Period	Dates	Due in Online	Report Due from
		System	ECS
1	07/31/16 - 01/31/16	01/31/17	01/05/2017
2	07/01/16-06/30/17	07/31/17	07/05/2017
3	07/01/16-12/31/17	01/31/18	01/05/18
4	07/01/16-06/30/18	07/31/18	07/05/18
5	07/01/16-12/31/18	01/31/19	01/05/19
Final Report	07/01/16-12/31/18	02/16/19	01/31/19

- b. Report final program-area expenditures for Maintenance of Effort (MOE) and consortium allocation annually in July.
- c. An expenditure and progress reporting template will be provided by NCAE which will include funding source MOE and consortium allocation, standard fiscal reporting categories/object codes, authorized program areas, expenditure summary narrative, and progress update narrative.
- d. Indirect rates-consortium may use no more than 5 percent of funds allocated in a given fiscal year for administration activities.

VI. Term

This MOU Agreement shall be effective July 1, 2016 and ending on February 16, 2019. Either party may terminate this MOU with at least a sixty (60) day written notice of intention to terminate this agreement. This agreement may also be terminated by NCAE officially designated members if it is determined a member is not compliant with the AEBG Allowable Uses Guide or for non-performance with fiscal and/or program reporting or as specified on the CAERC Governance Plan.

VII. Privacy

CR and ECS will comply with all state and federal education privacy policies. CR and ECS will not disclose any personally identifiable information except upon written consent of the participating adult learners or as otherwise permitted by law.

VIII. Indemnity

ECS agrees to defend, indemnify, and hold harmless CR (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of ECS, its director, agents, officers, or employees relating to ECS's duties and obligations described in this agreement or imposed by law.

CR agrees to defend, indemnify, and hold harmless ECS (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of CR, its director, agents, officers, or employees relating to CR's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply.

IX. Modification

Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, ECS and CR shall meet to revise accordingly.

X. Independent Agents

This MOU is by and between two independent agents, CR and ECS, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws, including those regarding worker's compensation.

XI. Nondiscrimination

Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

XII. Insurance

Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by ECS or CR.

XIII. Execution of Agreement

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

College of the Redwoods	Eureka City Schools	
Name	Name	
Title	Title	
Signature	Signature	
Date	Date	

Eureka City Schools Board of Education		
	AGENDA ITEM	
Agenda Title:	Field Trip: EHS Backpacking Club Field Trip to Lost Coast/Punta Gorda Lighthouse on May 19-21, 2017	
Meeting Date:	<u>May 4, 2017</u>	
Item:	<u>Consent</u>	

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is asked to approve the EHS Backpacking Club Field Trip to Lost Coast/Punta Gorda Lighthouse on May 19-21, 2017. (Alternative dates are June 2-4, 2017, if weather is poor on May 19-21, 2017.)

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

The EHS Backpacking Club is a long-standing club at EHS. The field trips provide students the opportunity to connect with nature and develop leadership skills.

STRATEGIC PLAN/PRIORITY AREA:

HISTORY (*list previous staff or board action(s) with dates if possible*) The Backpacking Club was started in 1990 and has provided field trips for EHS students every year since.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*)

The cost of the field trip is minimal. Students share the cost of the food and help pay for fuel costs (optional). No student is denied participation because of costs.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Russ Turpin, Math Teacher at EHS Bob Chapman, Retired English Teacher at EHS

	Eureka City Schools Board of Education AGENDA ITEM
Agenda Title:	<u>Specify the Positions of Painter (2 positions) and Grounds</u> Maintenance Specialist as Short Term Effective June 19, 2017 - August 18, 2017
Meeting Date: Item:	<u>May 4, 2017</u> <u>Consent</u>

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is asked to specify the positions of Painter (2 positions) and Grounds Maintenance Specialist as short term effective June 19, 2017 - August 18, 2017.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

Assembly Bill 500, which amended Ed Code 45103 and 88003, requires the Board specify positions as short-term when the criteria qualifies a position for such designation.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 2: RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND RETENTION OF QUALITY STAFF

HISTORY (*list previous staff or board action(s) with dates if possible*) Not applicable.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) Painter Assistant/Summer Maintenance - Range 35, \$13.46/hr Grounds Maintenance Specialist - Range 31, \$12.20/hr

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Renae M. Will, Director of Personnel Services and Public Affairs Charley Batini, Director of Maintenance

Eureka City Schools Board of Education **AGENDA ITEM**

Agenda Title:	Resolution 16-17-034 in Support of SB 751 - Fix the Reserve Cap
Meeting Date:	<u>May 4, 2017</u>
Item:	Consent

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is asked to adopt Resolution 16-17-034 in Support of SB 751 - Fix the Reserve Cap.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

This bill will help prevent programmatic cuts and layoffs by fixing a current law known as the reserve cap, which limits the amount of money school districts can save for an economic downturn. CSBA members can help keep this momentum up by passing a resolution in support of the bill — board resolutions are highly valuable as the bill continues through the legislature.

STRATEGIC PLAN/PRIORITY AREA:

Subject does not apply to a Strategic Plan Priority Area

HISTORY (*list previous staff or board action*(s) *with dates if possible*) Not applicable.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) Not applicable.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Lisa Ollivier, Board President Fred Van Vleck, Ed.D.,Superintendent

ATTACHMENTS:

Description

Reso 16-17-034

<u>Eureka City Schools</u> RESOLUTION #16-17-034 Support of SB 751 – Fix the Reserve Cap

WHEREAS, School district governing boards have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

WHEREAS, School district governing boards are responsible for maintaining fiscal solvency of the school systems they govern; and

WHEREAS, The Local Control Funding Formula (LCFF), based on the principle of subsidiarity, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English learners, from low income households and who are Foster Youth; and

WHEREAS, Funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and disciplined planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, School district reserve levels, as well as their fund balances, are determined and monitored by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, Small school districts (those below 2,501 in Average Daily Attendance) have unique reserve and cash flow requirements because they lack economies of scale to be able to handle necessary planned and emergency programmatic expenditures; and

WHEREAS, Community funded schools (Basic Aid Districts) receive funds only twice a year and must rely on adequate reserves to manage cash flow for normal daily operations and for future purchases and unforeseen events; and

WHEREAS, The statutory minimum for school district reserves for economic uncertainties ranges from one to five percent, depending on district enrollment, and covers between one to five weeks of payroll, or less than 20 days of total cash flow; and

WHEREAS, Prudent budgeting raises expectations for school districts to establish and maintain reserves above the statutory minimum; and

WHEREAS, The governing board of Eureka City Schools currently maintains a reserve of approximately 11.4% for purposes of addressing increasing contributions to routine maintenance and repair, special education, equipment replacement, increasing STRS and PERS costs, and the District's ongoing structural deficit.

WHEREAS, On June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), the so-called education budget trailer bill; and

WHEREAS, SB 858, added Section 42127.01 to the California State Education Code, which requires school districts to spend their assigned and unassigned account balances down to no more than two to-three times the minimum level of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account; and

WHEREAS, Under Education Code Section 42127.01, a deposit by the State of California of even \$1 to the Public School System Stabilization Account would result in school districts throughout California having to spend down billions of dollars in their reserves and ending balances; and

WHEREAS, It could take many years for the State of California to build up an adequate Public School System Stabilization Account; yet, in one year, school districts would be forced to spend down their reserves and ending balances to levels that could jeopardize fiscal solvency; and

WHEREAS, What has become known as the school district reserve cap has been noted by bond rating agencies as a credit negative when those agencies rate school district debt risk; and

WHEREAS, With California school districts facing increasing cost pressures, such as significantly rising employer contribution rates to pensions, districts are relying heavily on existing reserves to avoid budget shortfalls and program cuts; and

WHEREAS, Senate Bill 751 (Hill and Glazer) is sponsored by the California School Boards Association to modify the reserve cap by (1) refining the definition of the funds to which the cap applies, (2) increasing the level of the cap, (3) exempting certain school districts with unique cash flow needs; now, therefore, be it

RESOLVED, That the Board of Education of the Eureka City Schools supports Senate Bill 751 and legislative efforts to modify the reserve cap law to restore governing board flexibility over the use of reserves to adequately prepare for economic difficulties and save for investments in educational programs.

BE IT FURTHER RESOLVED, that this resolution be submitted to Governor Jerry Brown and the California State Senate and Assembly representatives of this school district immediately.

Date: Ayes: Ab	Abstain:
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President: _____ Secretary: _____

Eureka City Schools Board of Education
AGENDA ITEM

Agenda Title:	Resolution #16-17-032, Authorization for Negotiated Sale of Tax Revenue Anticipation Notes (TRAN)
Meeting Date:	<u>May 4, 2017</u>
Item:	Discussion/Action

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is asked to approve Resolution # 16-17-032, Authorization for Negotiated Sale of Tax and Revenue Anticipation Notes (TRAN).

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

Due to diminishing reserves and the schedule for receipt of revenues from the state, which apportions revenue throughout the fiscal year, it is possible the district will experience a cash shortage during 2017/18. Issuing Tax and Revenue Anticipation Notes will allow the district to meet cash obligations during this period.

STRATEGIC PLAN/PRIORITY AREA:

Subject does not apply to a Strategic Plan Priority Area

HISTORY (*list previous staff or board action(s) with dates if possible*) The Governing Board approved the last TRAN at the June 2, 2016 Regular Board meeting.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*)

There will be no cost to the district unless, and until, TRANs are actually issued. The estimated cost for a \$3,000,000 issuance is approximately \$19,000.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Paul Ziegler, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

2017 TRAN Documents

CALIFORNIA SCHOOL CASH RESERVE PROGRAM Sponsored by CSBA Finance Corporation

Board Agenda Item Description

By passing the resolution before the Board, our District will have the opportunity to participate in the California School Cash Reserve Program sponsored by California School Boards Association Finance Corporation. The Program consistently issues TRANs for more than half of all California school districts, community college districts, and county offices of education that issue TRANs. The 2017-2018 Program will be the 30th year of the Program.

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

Tax and Revenue Anticipation Notes (TRANs): TRANs are short-term debt instruments issued by school districts throughout the State to create an additional reserve to the general fund. In our District, this reserve will act as a cushion to the general fund in the event that we experience temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund moneys (generally paid out in a more level fashion).

TRANs Economics: Through our participation in the Program, our District will issue a tax-exempt note. The proceeds from the sale of this note, while not needed for cash flow, are invested in a taxable investment. This may result in a positive spread between the borrowing rate and the investment return on the TRAN proceeds.

Cash Reserve Program Background: The first Cash Reserve Program was issued in June of 1988 for six districts with an aggregate issue amount of \$9.6 million. Since that time the Program has grown dramatically in size, servicing the majority of California school district TRAN issuers. Each year the Program has resulted in a significant benefit to the participants. The highlights of the Program are as follows:

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

Board Agenda Item Description Page Two

Cash Reserve Program Process:

The Cash Reserve Program involves the following key steps in order to participate:

- 1. *Adoption of Resolution*: Adoption of the resolution does not obligate the District to participate in the Program. The resolution simply delegates to the administration 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, and second period interim cash flow report) that is used to develop an initial pro-forma cash flow statement for 2017-2018. Participants review, revise, and approve their cash flow statement in consultation with Dale Scott & Company, the Program's Finacial Advisor. The cash flows are reviewed by Orrick, Herrington & Sutcliffe, the Program's Bond Counsel.
- 3. Sale of TRANS: The pricing of the issue is anticipated to occur in mid June. At that time the interest rate on the notes will be locked-in. Our District is not obligated to participate until it acknowledges issuance after the sale of the TRANS.
- 4. *Closing*: Closing of the issue will occur in early July. Our District will have access to the proceeds of the TRAN available to meet our temporary cash flow needs.

We recommend that the Board adopt the resolution. This will allow administration to proceed to the next step in the process and take part in this beneficial Program for schools. Once again, our District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation prior to the time of TRAN issuance.

2017-18 Fiscal Year California School Cash Reserve Program

Issuance Process

Step 1	Resolution Adoption February 2017 – April 2017	District's Board adopts program documents and sends signature pages to Dale Scott & Company.	
Step 2	Document Preparation March 2017 – April 2017	 Send required financial reports to Dale Scott & Company: 1. Audited financial statements for the fiscal years ended June 30, 2014, 2015, and 2016 2. 2016-17 Second Interim Report (SACS dat file) & second Interim cash flow (SACS dat file or Excel) 3. Final 2015-16 cash flow 	
Step 3	Cash Flow Projection May 2017	Dale Scott & Company assists school districts with the preparation of cash flows for individual district TRAN sizing. These cash flows are reviewed by Orrick, Herrington & Sutcliffe, the program's Bond Counsel.	
Step 4	Pricing June 2017	District's administration approves all aspects of the pricing including the interest rate on the notes, the investment of proceeds and the final costs of issuance.	
Step 5	Closing July 2017	Funds are wired into the district's sub-account held by the Trustee and are invested per the district's instructions. Proceeds begin earning interest from the date of closing.	
Step 6	Access Note Proceeds July 2017 – June 2018	Districts access note proceeds for cash flow purposes until final set aside payment is due under the note.	





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 #16-17-032

NAME OF DISTRICT: EUREKA CITY UNIFIED SCHOOL DISTRICT*

LOCATED IN: COUNTY OF HUMBOLDT

MAXIMUM AMOUNT OF BORROWING: \$5,000,000

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

OHSUSA:764369189.3

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

Year 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

^{**} 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:

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

Section 2. Issuance of Notes.

(A) <u>Initial Issuance of Notes</u>. 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 Zeries 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 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 Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until 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) <u>Issuance of Additional Notes</u>. 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 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 this Resolution.

<u>Section 3.</u> 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.

Sale of Notes; Delegation. Any one of the President or Chairperson of the Section 4. 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).

<u>Section 5.</u> <u>Program Approval</u>. 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) <u>Certificate Structure</u>. 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 shall be 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 twentyfive (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) <u>Bond Pool Structure</u>. 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 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.

Certificate Structure. If the Certificate Structure is implemented, each Series of (A)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) <u>Bond Pool Structure</u>. 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.

Disposition of Proceeds of Notes. The moneys received from the sale of Section 7. 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), 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 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 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) <u>Pledge</u>. 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) <u>Lien and Charge</u>. 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) <u>General Obligation</u>. 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.

Payment Accounts. In order to effect, in part, the pledge provided for in subsection (D) (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.

Determination of Repayment Periods. With respect to each Series of Notes, the (E) 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) <u>Application of Moneys in Payment Accounts</u>. 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);

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- 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 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.

<u>Section 11.</u> <u>Covenants Regarding Transfer of Funds</u>. 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 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. <u>Representations and Covenants</u>.

(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, 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.

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(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.

<u>Section 13.</u> <u>Tax Covenants</u>. (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.

In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) (B)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 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.

<u>Section 16.</u> <u>Sale of Notes</u>. 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 previously issued Series 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 Subordinate Notes.

Section 18. <u>Continuing Disclosure Undertaking</u>. 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.

<u>Section 19.</u> <u>Approval of Actions</u>. 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.

<u>Section 20.</u> <u>Proceedings Constitute Contract</u>. 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 irrepealable.

<u>Section 21.</u> <u>Limited Liability</u>. 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.

<u>Section 22.</u> <u>Severability</u>. 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.

<u>Section 23.</u> <u>Submittal of Resolution to County</u>. 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.

Page 42 of 45

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		·	, 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. 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.]^{*}

OHSUSA:766184679.3

^{*} Applicable only if the Note is issued by the County

	Eureka City Schools Board of Education
	AGENDA ITEM
Agenda Title:	Elimination of Classified Position - Instructional Assistant Special Ed III (Resolution 16-17-033)
Meeting Date:	<u>May 4, 2017</u>
tem:	Discussion/Action

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Board is asked to approve Resolution 16-17-033 to eliminate the classified unit position in the Eureka City Schools District.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

Due to lack of work/funds, it is necessary to eliminate the following positions:

Instructional Assistant Special Ed III - 6 hrs (0.75 F.T.E.)

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 2: RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND RETENTION OF QUALITY STAFF

HISTORY (*list previous staff or board action*(s) *with dates if possible*) Not applicable.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) \$15,933.62 - Instructional Assistant Special Ed III

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Renae M. Will, Director of Personnel and Public Affairs

ATTACHMENTS:

Description

Resolution - 16-17-033

BEFORE THE BOARD OF TRUSTEES OF THE

EUREKA SCHOOL DISTRICT

HUMBOLDT COUNTY, CALIFORNIA

In the Matter of the Elimination/Reduction) of Certain Positions in the Classified) Service and Directing the layoff of) RES Positions)

RESOLUTION NO. 16-17-033

WHEREAS, Eureka City Schools District ("District") currently maintains the following position within the classified service:

Instructional Assistant Special Ed III

WHEREAS, this Board determines that due to lack of funds and/or lack of work, it

will be necessary for the District to reduce the present level of services provided by

this position and determines that the following position will be reduced/eliminated

by the District as set forth below:

Instructional Assistant Special Ed III 6 hrs 0.75 F.T.E. Eliminated

NOW, THEREFORE, BE IT RESOLVED that, the reduction/elimination of these

positions set forth above is hereby ordered by this Board effective May 4, 2017,

and the classified employee occupying said position are given notice of layoff; and

BE IT FURTHER RESOLVED that the Superintendent is directed to effect the layoff notice required by law and to inform the employee of his/her displacement

rights, if any, and his/her rehire rights.

The foregoing resolution was adopted by the Board of Trustees of the Eureka City

Schools on the 4th day of May, 2017 by the following vote:

AYES:	
NOES:	
ABSENT:	

I, Wendy Davis, Secretary/Clerk of the Board of Trustees of the Eureka City Schools, do hereby certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on May 4, 2017.

Clerk/Secretary, Board of Trustees

Eureka City Schools Board of Education **AGENDA ITEM**

Agenda Title:	New Classified Blue Collar Job Description - Summer Programs
Meeting Date:	<u>May 4, 2017</u>
Item:	Discussion/Action

WHAT (the board is asked to discuss, receive, approve, or adopt) The Board is asked to approve the new Blue Collar job description of Summer Programs Cook.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

The new Summer Programs Cook position is needed because Eureka City Schools is implementing a new summer meals program, called the Seamless Summer Option through the National School Lunch (NSLP) or School Breakfast Programs (SBP). This program serves meals free of charge to children,18 years and under.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 2: RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND RETENTION OF QUALITY STAFF

HISTORY (*list previous staff or board action*(s) *with dates if possible*) Not applicable.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) The proposed range is Blue Collar Range 30, which is \$11.90 - \$17.60/hr.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Renae M. Will, Director of Personnel and Public Affairs

ATTACHMENTS:

Description

I Job Description

Summer Programs Cook

Purpose Statement

The job of the Summer Programs Cook is done for the purpose/s of cooking and preparing food items according to planned menus, recipes and for the number of persons to be served through various summer meal programs. The Summer Programs Cook is the lead Food Service position who oversees and operates multiple programs. Food items must meet mandated nutritional requirements and/or requests of students and school personnel. The Summer Programs Cook verifies quantities and specifications of orders; maintains facilities in a sanitary condition; trains employees; and assists assigned food service personnel in food preparation. This position will conduct training sessions for Food Service staff and students in the in the method of processing local specialty crops in the peak harvest season and preserving them for use later in the school year. This position will create and test new recipes to add to the upcoming menu.

Essential Functions

- Maintains cleanliness of kitchen at all times. Washes, sanitizes and cleans kitchen equipment and work surfaces. Sweeps and mops floors of the Central Kitchen.
- Cooks food, prepared and/or from scratch, for the purpose of meeting mandated nutritional requirements and/or projected meal requirements.
- Responsible for all food prep and packaging.
- Estimates food preparation amounts and adjusts recipes when required for the purpose of meeting projected meal requirements and minimizing waste.
- Inspects food items and/or supplies for the purpose of verifying quantity and specifications of orders and/or complying with mandated health requirements.
- Monitors and records food temperatures at regular intervals during heating of food items.
- Oversees the preparation, cooking and serving of food and beverage items for the purpose of meeting mandated nutritional and health requirements.
- Prepares a variety of food items for delivery to satellite locations for the purpose of transporting items in compliance with health and sanitation requirements.
- Coordinates, leads and performs scratch cooking and baking that usually requires more than one production phase.
- Organizes and sequences steps involved with baking and cooking food items from scratch and assigns tasks to Food Service Workers.
- · Promotes and markets the Summer Meals Program.
- · Possesses exceptional knife and culinary skills.
- Serves as a team leader when attending a food production station, assembling, sealing, and stacking large volumes of standardized portions of food items onto transferable food carriers.
- Tests prepared food for flavor, appearance and temperature for the purpose of ensuring acceptance of items by students, staff, etc.

Other Functions

- Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.
- May be required to work off site at a summer meal location to promote and market Summer Meals Program.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform multiple non-technical tasks with an occasional need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: adhering to safety practices; preparing and maintaining accurate records; and utilizing equipment used in profession.

KNOWLEDGE is required to perform basic math including calculation of fractions, percents and/or ratios; interpret written procedures, write routine documents and speak clearly; and understand complex multiple step instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: quantity cooking; health standards and hazards; and safety practices and procedures.

ABILITY is required to schedule a number of activities; often gather, collate, and/or classify data; and coordinate a number of factors in the use of equipment. Flexibility is required to work with others under a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using various methods of operation. Ability is also required to work with a diversity of individuals and/or groups; work with data of different types and/or purposes; and utilize a variety of job-related equipment. In working with others, problem solving is required to analyze issues, create plans of action and reach solutions; with data it is moderate; and with equipment it is moderate. Specific abilities required to satisfactorily perform the functions of the job include: working as part of a team; communicating with diverse groups; and working with children.

Responsibility

Responsibilities include: working under limited supervision; directing other persons within a small work unit; and operating within a defined budget and/or financial guidelines. Utilization of resources from other work units may be required to perform the job's functions. There is a continual opportunity to impact the Organization's services.

Working Environment

The usual and customary methods of performing the job's functions requires the following physical demands: occasional lifting, carrying, pushing and/or pulling; some climbing and balancing; significant stooping, kneeling, crouching and/or crawling; significant reaching, handling, fingering and/or feeling. Generally the job requires 10% sitting, 40% walking and 50% standing. The job is performed under some temperature extremes, some hazardous conditions (e.g. mechanical, cuts, burns, infectious disease, high decibel noise, etc.), and in varying atmospheric conditions.

Experience Job Related Experience with increasing levels of responsibility is required.

Education High School Diploma or equivalent. 2+ years formal training at a Culinary Institute is highly desired.

Required Testing

Pre-employment Proficiency Exam

Certificates& Licenses CPR/First Aid Certificate CPI Training Valid CA Driver's License Food Service Safety Manager Certificate

Continuing Education/Training

As needed

FLSA Status Non Exempt

<u>Clearances</u>

Criminal Justice/Fingerprint Clearance

Salary Grade Blue 34

Eureka City Schools Board of Education **AGENDA ITEM**

Agenda Title:	Annual District English Learner Advisory Committee (DELAC) Report
Meeting Date:	<u>May 4, 2017</u>
Item:	Discussion

WHAT (the board is asked to discuss, receive, approve, or adopt)

An advisory report on District-wide needs in regards to EL programs and services as required by the State.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

This report is part of the advisory role mandated by the DELAC committee structure. The DELAC represents voices of parents and school staff from all sites' English Learner Advisory Committees (ELAC).

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 1: ENGLISH LANGUAGE ARTS AND MATH PROGRAMS Priority Area 12

HISTORY (list previous staff or board action(s) with dates if possible)

This is the first DELAC report to the Board this year. Last year the DELAC was not fully formed.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) There is no cost associated with this item.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Donna Doherty, DELAC Chairperson, District Instructional Coach, EL Teacher at EHS.

ATTACHMENTS:

Description

Presentation

DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE

May 2017

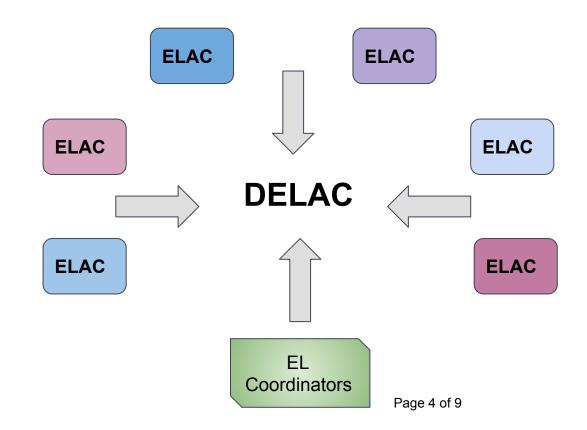
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20PC

PRESENTATION GOALS: TO UNDERSTAND...

DELAC Membership DELAC Responsibilities Our Accomplishments Our Input

Who is part of DELAC?



DELAC Responsibilities

Elections & By-laws

Conduct District-wide Needs Assessment

Examine Goals & Objectives for EL Programs and

Services

Review Compliance Issues

Advise the Governing Board

Provide input to the LCAP

Our Accomplishments

Gradual increases in attendance at DELAC meetings

Solicited reports on site successes and needs from each ELAC

Representatives met with the FPM auditor

Received reports on EL data, the FPM findings, EL

Budget, and the LCAP

Used collaboration to create suggestions for the May 4, 24 CAP writing committee Page 6 of 9

Key Definitions

Dedicated EL Instruction: explicit language instruction and practice that will move students forward in English proficiency so that they can meet CCSS

Integrated EL Instruction: weaving explicit language instruction into content area lessons and activities, providing oral and written practice with English

Key Definitions continued

LTEL: Long Term English Learners are students that are no longer progressing in their language development even though they have been in our schools for several years.

CM: "Constructing Meaning" is a 5 day training that builds teacher skills and strategies to provide integrated EL instruction throughout the school day, in every subject.

Our Input

- Increase parent involvement in both ELAC and DELAC
- Target professional development to address integrated EL instruction (CM)
- Provide consistent and equitable language support for LTELs at every site
- Schedule sufficient sections to meet EL needs at the secondary level
- Hire and/or train designated EL teachers for Elementary sites
- Explore offering summer bridge programs for EL students Page 9 of 9

Eureka City Schools Board of Education **AGENDA ITEM**

Agenda Title:Annual Report on ECS Instructional CoachingMeeting Date:May 4, 2017Item:Discussion

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is being asked to receive an annual report on the Instructional Coaching program at ECS.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

The Instructional coaching team plays a critical role in moving district initiatives forward; evaluating its effectiveness and goals is a necessary part of the process.

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 1: ENGLISH LANGUAGE ARTS AND MATH PROGRAMS Priority Area 1-4, 6-8 and 10 and 11 **HISTORY** (*list previous staff or board action(s) with dates if possible*) This is an annual update. Last year a similar report was given to the Board.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) There is no cost associated with this item.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Kristin Sobilo, District Instructional Coach

ATTACHMENTS:

Description

Inst Coach Presentation

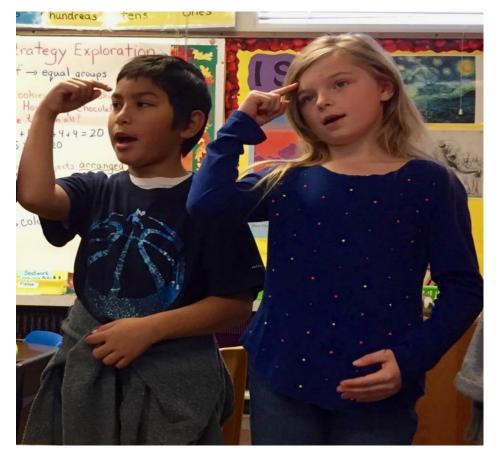
Instructional Coach Team

Building capacity in each other, one coaching cycle at a time

Board Presentation May 4, 2017

Page 2 of 19

"If I tell students we are going to act out vocabulary using pantomime and tableau, the noise the class makes becomes one of excitement and joy. Integrating arts in my class truly creates a more engaging environment where students look forward to learning and being part of class."



-Elementary NCAIP participant 2017 NorthCoast Arts Integration Project

Goal 1 of our LCAP is to increase the delivery of high-quality education through ongoing professional development

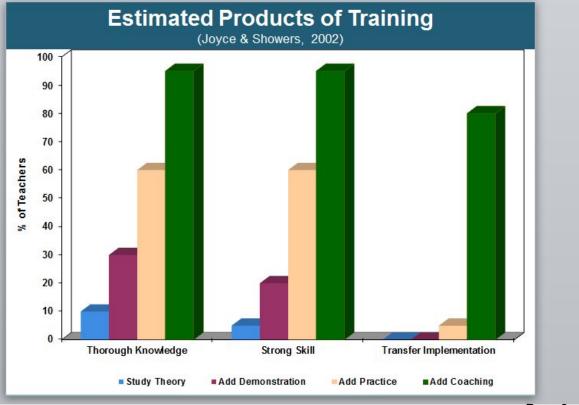


"Not only was I able to seamlessly tie the arts integration activity into what I was already teaching, but the student "buy-in" was unbelievable. I realized how necessary an art integration strategy is for critical thinking, furthering the development of oral language skills, and supporting my common core objectives as a teacher." May 4, 2017

-NCAIP teacher comment



Coaching supports implementation



May 4, 2017

Page 6 of 19

COACHING TEAM WORKS WITH: TFACHERS FL AND LITERACY TECHNICIANS MONITORS, AIDES, SECRETARIES, CAFETERIA EMPLOYEES, BUS DRIVERS SPEECH AND LANGUAGE SPECIALISTS ADMINISTRATORS AND COUNSELORS

Individual, small groups, or school-wide

We often ask questions about how students learn, but not often about how teachers learn.

<u>Center of Public Education Professional Development</u> <u>Study</u>

CENTER FOR PUBLIC EDUCATION MAIN FINDINGS:

Most professional development today is ineffective. It neither changes teacher practice nor improves student learning. However, research suggests that effective professional development abides by a set of principles:

OUR COACHING TEAM'S PRINCIPLES:

The duration of professional development must be significant and ongoing to allow time for teachers to learn a new strategy and grapple with the implementation problem.

50 hours of instruction, practice and coaching before a new teaching strategy is mastered and implemented in class. May 4, 2017

DURATION MATTERS- AVOID "DRIVE BY"

Goal: At least 70% of ECS teachers will complete one coaching cycle* this year.

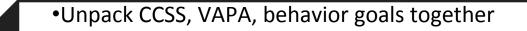
Outcome: In May, 2017, 76% (147/192) of ECS teachers completed at least one cycle.

*A cycle is defined as at least 6 sessions with a coach around May 4, 2017 student learning Page 11 of 19

Teachers' initial exposure to a concept should not be passive, but rather should engage teachers through varied approaches so they can participate actively in making sense of a new practice.



COACHING CYCLE



•Establish learning targets

Select formative assessment to show student outcomes

- •Student work drives discussion
- •How will the lesson or unit be delivered?

•Will the coach model? Co-teach? Or observe?

•In looking at student work, how did students learn the target goals?

Reflection

CCSS

Student Centered

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•What steps need to be taken now to futher the learning targets?

The coach keeps a loଟ୍ରିଶିୀthe cycle.

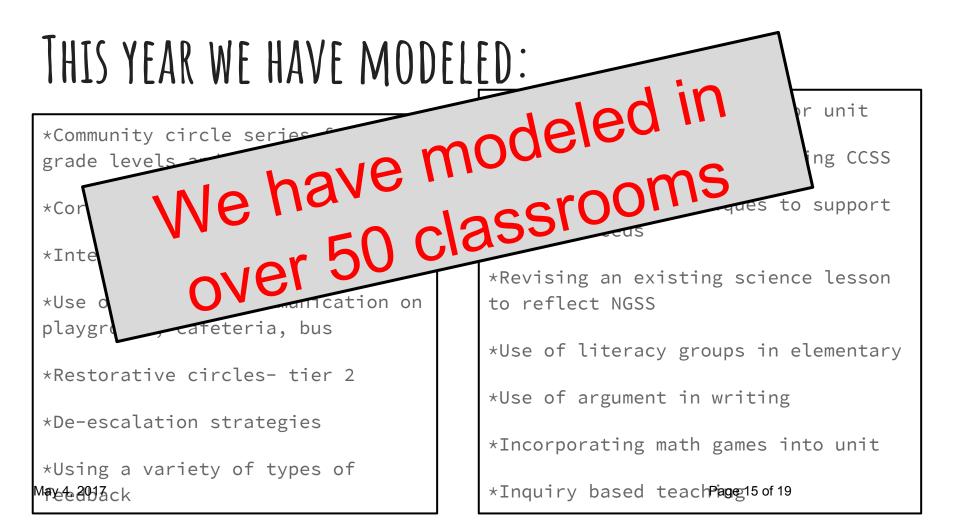
May 4, 2017



MODELING



Modeling has been found to be a highly effective way to introduce a new concept and help teachers understand a new practice



THE COACHING TEAM AS INSTRUCTIONAL LEADERS

*GATE testing collaboration with psychs to develop GATE testing protocol

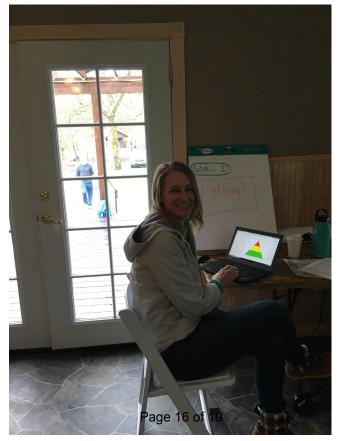
*Technology ad-hoc committee to integrate technology across district

*CAASPP Interims as formative assessments

*Coursework for BCBA- classroom support

*IEP compliance

*Standards based report cards and consistent assessments May 4, 2017



THE COACHING TEAM AS INSTRUCTIONAL LEADERS

*First Elementary Principals and Student Service Coordinators Retreat

*Alternatives to Suspension Menu for Secondary AP's

*CAASPP implementation

*RFEP process revised

*NGSS County Collaborative

*State and National presenters

*Coursework on BCBA- admin support

*Notetaking on IEP for administrators

* Meyo4 pedagogy

*Instructional Site Visits



GOALS FOR NEXT YEAR: *CONTINUE TO BUILD MATH SUPPORT *DEEPEN OUR LITERACY PRACTICE WITH EL AND SPECIAL EDUCATION *CONTINUE TO INTEGRATE ARTS AND SCIENCES AS A VEHICLE FOR CCSS *REBOOT TIER 1 WITH UNIVERSAL SCREENING *BUILD CONSISTENCY ACROSS TIER 2-3



Page 18 of 19

May 4, 2017



YOU CAN DO WHAT I CANNOT DO, I CAN DO WHAT YOU CANNOT DO, TOGETHER WE CAN DO GREAT THINGS

-MOTHER TERESA

Photo of coaches here

Eureka City Schools Board of Education **AGENDA ITEM**

Agenda Title:World History (TCI) Textbook AdoptionMeeting Date:May 4, 2017Item:Discussion

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is asked to consider approval of instructional materials to be used at EHS for 10th grade Social Science.

The Governing Board is being asked to adopt the Teachers Curriculum Institute's (TCI) History Alive! World Connections (2013) curriculum (six years of digital access) and text for 10th grade World History at Eureka High School.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

An up-to-date text and curriculum is needed that is:

Student centered

"Considerate and digestible" in terms of accessibility

Common Core and ELD aligned, and fits the new framework for Social Science Research based instructional theory

21st Century digital age (and "bridge" districts, that are not quite ready for completely digital materials)

STRATEGIC PLAN/PRIORITY AREA:

Priority Area 4: STUDENT TRANSITION AND INITIAL ENROLLMENT

HISTORY (list previous staff or board action(s) with dates if possible)

The current text was adopted in 1999. The new curriculum, Teachers Curriculum Institute's (TCI) History Alive! World Connections (2013), was brought to curriculum committee for review on April 13th, 2017. Curriculum committee recommended that it be brought to the Board for approval.

HOW MUCH(*list the revenue amount \$ and/or the expense amount \$*) Approximately \$45,000.

WHO(list the name of the contact person(s), job title, and site location)

Jennifer Johnson, Eureka High School Principal Jennifer Dean-Mervinski-EHS Teacher, Social Studies Ruth Mitchell, Library Services Media Teacher

ATTACHMENTS:

Description

- D Jamie Bush Materials Evaluation
- Jennifer Dean Material Evaluation
- Killingsworth Materials Evaluation
- D TCI Quote

Eureka City Schools

INSTRUCTIONAL MATERIALS EVALUATION FORM Core & Supplemental Textbook/Materials Adoption

Title (text or materials)	TCI	W	lorld	Course Title	World History
Author		(`_ø	nections	Course Grade Level	10
Publisher	TCI			Reviewer's Name:	J. Bush
Copyright Date		Price	\$	Review Date:	4/12/17
TEXT and/or Materi	als are to be used	as:	V Co	re Text/Material	Supplementary Text/Material

YOUR Rating Score multiplied by the pre-assigned Ranking Value equals the Ranking Score

1. CONTENT

		Your	Rating	Score				
AREAS TO REVIEW:	Excell ent 4 pts	ent Good Fair Poor Pli		Ranking Value (Multiplier)		RANKING SCORE		
Judge the appropriateness of <i>reading</i> and interest level for the targeted grade level. (readability)	,	\checkmark				X 4	=	12
How well is this text or material aligned with the <i>State Standards</i> ?	V				·····,	X 4	=	1(0
Assess the adequacy of all <i>Teacher</i> <i>Guide Materials</i> .						X 4	=	16
TOTAL Content Ranking Score							=	44

COMMENTS: UNV

Continued on reverse

2. SUPPORT SYSTEMS

		Your	Rating	Score				
AREAS TO REVIEW:	Excell ent 4 pts	Good 3 pts	Fair 2 pts	Poor 1 pt	Not Ap pli cab le	Ranking Value (Multiplier)		RANKING SCORE
Assess the quality of <i>enrichment</i> activities.		V				X 2	=	(\mathcal{O})
Assess the quality of evaluation & test guides.	i					X 2	=	8
Assess the opportunities for <i>cross-</i> <i>curricular</i> integration.	V					X 2		8
Assess the opportunities for <i>critical thinking</i> skill development.	V	,				X 2		Ś
Assess the applications in technology.		1				X 2		φ
Assess whether the format is appealing and <i>"user friendly"</i> considering the targeted grade level.	\checkmark					X 2	=	8
TOTAL Support Systems Score							=	44

COMMENTS: ľ VPI

Please note any possible controversial elements within the text or materials being reviewed.

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Eureka City Schools

INSTRUCTIONAL MATERIALS EVALUATION FORM Core & Supplemental Textbook/Materials Adoption

Title (text or materials)	World Connection	ons		Course Title	World History and Geography
Author	Teachers Curric	ulum Ins	titute	Course Grade Level	10
Publisher	Teachers Curric	ulum Ins	titute	Reviewer's Name:	Jennifer Dean-Mervinsky
Copyright Date	2013 Price \$Various		Review Date:	2/17/17	

TEXT and/or Materials are to be used as:

X Core Text/Material

Supplementary Text/Material

YOUR Rating Score multiplied by the pre-assigned Ranking Value equals the Ranking Score

1. CONTENT

		Your Rating Score							
AREAS TO REVIEW:	Excellent 4 pts	Good 3 pts	Fair 2 pts	Poor 1 pt	Not Applicable	Ranking Value (Multiplier)		RANKING SCORE	
Judge the appropriateness of <i>reading</i> <i>and interest level</i> for the targeted grade level. (readability)	x					X 4	=	16	
How well is this text or material aligned with the <i>State Standards</i> ?	X					X 4	=	16	
Assess the adequacy of all <i>Teacher Guide Materials</i> .	X					X 4	=	16	
TOTAL Content Ranking Score								48	

COMMENTS:

Text is comprehensible and engaging. It is Common Core and ELD aligned, which are the major shifts outlined in the new Framework for Social Science. Teacher materials are all online and are extremely clear, usable and teacher friendly. Presentations are easily edited and annotated. Student materials are varied for different learning modalities, including graphically organizers, matrices, charts, etc.

2. SUPPORT SYSTEMS

		Your Rating Score						
AREAS TO REVIEW:	Excellent 4 pts	Good 3 pts	Fair 2 pts	Poor 1 pt	Not Applicable	Ranking Value (Multiplier)		RANKING SCORE
Assess the quality of <i>enrichment activities</i> .	x					X 2	=	8
Assess the quality of evaluation & test guides.					n/a	X 2	=	Not available in pilot
Assess the opportunities for <i>cross-curricular</i> integration.					n/a	X 2		As good as any text would be
Assess the opportunities for <i>critical thinking</i> skill development.	X					X 2		8
Assess the applications in <i>technology</i> .	x					X 2		8
Assess whether the format is appealing and <i>"user friendly"</i> considering the targeted grade level.	x					X 2	=	8
TOTAL Support Systems Score	=	32						

COMMENTS:

TCI has many enriching activities such as games, simulations, and other hands on activities that are student centered and the highlight of this curriculum. What comes as a surprise to many teachers who've used the older generation of TCi materials is the tech component. Extremely user friendly presentations are the highlight, with test practice games for students, online interactive notebook possibilities (great for ECS when we move into that platform of content delivery), and easy access to all resources, even the text, digitally for teachers and students.

Regarding assessments, as a regular user of TCI Econ Alive, I find the assessments to be outstanding in 2 ways: the teacher has online access to the particular content each student has mastered formatively (online reading challenges) and summatively and the free response are cognitively complex and require synthesis and applications to real life. Also, all assessment are easily edited online.

Please note any possible controversial elements within the text or materials being reviewed.

None.

Eureka City Schools

INSTRUCTIONAL MATERIALS EVALUATION FORM Core & Supplemental Textbook/Materials Adoption

Title (text or materials)	History Alive! World Connection			Course Title	Modern World History
Author				Course Grade Level	10
Publisher	701			Reviewer's Name:	Jefferson Killingsworth
Copyright Date	2013	Price	\$	Review Date:	
TEXT and/or Mater	ials are to be use	d as:	μ	Core Text/Material	Supplementary Text/Material

YOUR Rating Score multiplied by the pre-assigned Ranking Value equals the Ranking Score

1. CONTENT

		Your	Rating	Score		hine i		
AREAS TO REVIEW:	Excell ent 4 ptsGood 3 ptsFair 2 ptsPoor 1 ptNot Ap pli cab le		Ranking Value (Multiplier)		RANKING SCORE			
Judge the appropriateness of <i>reading</i> and interest level for the targeted grade level. (readability)	×					X 4	=	16
How well is this text or material aligned with the <i>State Standards</i> ?	X					X 4	=	1 6
Assess the adequacy of all <i>Teacher Guide Materials</i> .					X	X 4		NA
TOTAL Content Ranking Score							=	32

COMMENTS:

Textbook/curriculum was closely aligned to common core & state standards. I believe the readability level of the textbook is more interesting and rigorous compared to current textbook.

Continued on reverse

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2. SUPPORT SYSTEMS

	den ja	Your	Rating	Score	Cold of Red			
AREAS TO REVIEW:	Excell ent 4 pts	Good 3 pts	Fair 2 pts	Poor 1 pt	Not Ap pli cab le	Ranking Value (Multiplier)		RANKING SCORE
Assess the quality of <i>enrichment activities</i> .	X					X 2	=	8
Assess the quality of evaluation & test guides.					X	X 2	=	NA
Assess the opportunities for <i>cross-</i> <i>curricular</i> integration.		×				X 2	2.76	6
Assess the opportunities for <i>critical thinking</i> skill development.	X					X 2		8
Assess the applications in <i>technology</i> .		Х				X 2		6
Assess whether the format is appealing and <i>"user friendly"</i> considering the targeted grade level.	X					X 2	II.	8
TOTAL Support Systems Score							1	36

COMMENTS:

Currienton provided appropriate and engaging activities throughout the write Was unable to use the eval/test portion of the chricklan. Overall I believe it is an approde over the current textbook.

Please note any possible controversial elements within the text or materials being reviewed.

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TCI - Quote

1 message

info@teachtci.com <info@teachtci.com> Reply-To: messages.1312783.1282077.3f4d495fd4@messages.na1.netsuite.com To: hodgsonm@eurekacityschools.org Tue, Apr 25, 2017 at 8:25 AM





Yippee! Ruth Mitchell sent you a message from TCI. Here is the "create a quote" from TCI.Ruth

TCI Store

We can't wait to make learning fun and memorable. Once you are ready to buy, please visit http://shop.teachtci.com to place your order.

Quote Date: 4/25/2017

ltem Name	Program Name	ltem #	Qty	Unit Price
Student Bundle	TB-9466-6	TB-9466-6	360	\$30600.00
Placards	History Alive! World Connections (c) 2013	947-3	5	\$375.00
Teacher Subscription	9459-06	9459-06	6	\$4950.00
		Sub	total	\$35925.00
		Shipp	ing ¹	TBD
		Sales ⁻	Tax ²	TBD
		-	Fotal	\$35925.00

And now for the fine print.

Shipping¹: TCI ships all in-stock items for regular domestic orders at the current rate of 5% of the order subtotal or \$5.00 minimum. Packages shipped to Alaska or Hawaii will be sent via 2-day air service at the current rate of 8% of the order subtotal or \$10.00 minimum. Orders can be shipped to any domestic location by 2-day air service at the rate of 8% of order subtotal or \$10.00 minimum. TCI requires 1-3 business days to process all orders, in addition to the time in transit. Delivery dates are not guaranteed. TCI cannot ship to P.O. Box addresses, including APO and FPO addresses. Call Customer Support for international shipping options. All orders ship FOB shipping point.

Sales Tax²: Sales tax will be applied as appropriate to CA, FL, IL, IN, KY, MI, MO, NJ, TX, VA, and WA orders. Our payment terms are net 30 days from invoice date. Tax Exempt Status: Have a tax exempt certificate on file with us?You don't need to do a thing. We'll review your order and automatically remove any sales tax. If you haven't ordered with us before and are tax-exempt, please email us at info@teachtci.com with your school/district tax exempt certificate. Per the State Board of Equalization, TCI is unable to extend a district's exemption status to an individual paying by personal credit card or personal check, even if the purchase is for the benefit of the school.

Payments: All orders must be accompanied by a form of payment. We accept district and school purchase orders. Individual or personal orders must be prepaid by credit card, check, or money order.

	Eureka City Schools Board of Education								
	AGENDA ITEM								
Agenda Title:	December 2016 Special Board Policy Updates and Revision to BB 9150 - Student Board Members								
Meeting Date:	<u>May 4, 2017</u>								
Item:	Discussion								

WHAT (the board is asked to discuss, receive, approve, or adopt)

The Governing Board is being asked to review the CSBA December 2016 Special Policy Updates and Revision to BB 9150 - Student Board Members.

WHY (briefly explain why the action or discussion is important; and if applicable, how it is connected to site, district, or strategic plans)

From time to time, relatively minor changes occur that affect the text of CSBA sample board policies, administrative regulations, and board bylaws but do not warrant reissuing the entire sample because the changes are limited. It is recommended that districts review the revisions and incorporate them in district materials as appropriate. Although the revisions are minor, the district should still use its normal adoption process to adopt the board policies, administrative regulations, and/or board bylaws affected by these revisions. The following Board Policies, Administrative Regulations and Board Bylaws have various changes due to changes in laws, new laws, court decisions, and clarification:

December 2016 Special Board Policy Updates

BP 3470 - Debt Issuance and Management

Revision

BB 9150 - Student Board Members

STRATEGIC PLAN/PRIORITY AREA:

Governance and Policy updating is not reflected in the Strategic Plan Priority Area

HISTORY (list previous staff or board action(s) with dates if possible)

This is the first reading of all policies.

HOW MUCH(list the revenue amount \$ and/or the expense amount \$)

There is no revenue or expense related to this agenda item.

WHO(*list the name of the contact person*(*s*), *job title, and site location*) Fred Van Vleck, Ed.D., Superintendent

ATTACHMENTS:

Description

- December Special Policies
- BB 9150 Student Board Members
- □ Final Proposed Wording BB 9150 Student Board Members (Rev. 05.01.17)

December 20 2016 – ECS DRAFT – Special Packet Updates

Type:	Number:	Title:	Recommended Action	Clarification	Comments	Page
BP	3470	Debt Issuance and Management	Adopt CSBA Recommendation [Revisions on BP 3470(k)]	New policy reflects NEW LAW (SB 1029, 2016) which mandates that boards adopt a debt management policy prior to issuing any debt, including, but not limited to, general obligation bonds, tax and revenue anticipation notes, and certificates of participation. Policy addresses the components mandated by law, including (1) the purposes for which the debt proceeds may be used; (2) the types of debt that may be issued; (3) the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable; (4) policy goals related to the district's planning goals and objectives; and (5) internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.	No Current	See Attached

Adopt CSBA Recommendation

Board Policy

Business and Noninstructional Operations

BP 3470(a)

DEBT ISSUANCE AND MANAGEMENT

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the Governing Board adopt a debt management policy prior to issuing any debt, such as general obligation bonds, tax and revenue anticipation notes (TRANs), and certificates of participation. The policy must include (1) the purposes for which the debt proceeds may be used; (2) the types of debt that may be issued; (3) the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable; (4) policy goals related to the district's planning goals and objectives; and (5) internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. SB 1029 declares the intent of the Legislature that, consistent with the recommendation of the Government Finance Officers Association (GFOA), local agencies adopt comprehensive written debt management policies that are reflective of local, state, and federal laws and regulations. Districts are encouraged to consult legal counsel and their financial advisor in developing this policy. The following policy should be revised to reflect district practice.

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

- (cf. 3000 Concepts and Roles) (cf. 3460 - Financial Reports and Accountability)
- (cf. 7110 Facilities Master Plan)
- (cf. 7210 Facilities Financing)

Note: Article 16, Section 18 of California Constitution contains the basic "debt limitation" (i.e., the constraints on discretionary borrowing) applicable to school districts. Under so-called "traditional authority," a measure authorizing the issuance of general obligation bonds may be approved by two-thirds of the electorate; under Proposition 39, a measure authorizing the issuance of general obligation bonds may be approved by 55 percent of the electorate (see BP/AR 7214 - General Obligation Bonds). Lease financings, such as certificates of participation, are not considered "indebtedness" for purposes of the Constitutional debt limitation and are not subject to voter approval. For further information, see the California Debt and Investment Advisory Commission's (CDIAC) <u>California Debt Issuance Primer</u>.

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and

coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

Note: Pursuant to 15 USC 780-4 (Section 15B of Securities Exchange Act of 1934), any financial advisor retained by the district must be duly registered with both the Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) and must also hold any certifications and/or licenses required by the SEC and/or MSRB.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

(cf. 3312 - Contracts) (cf. 3600 - Consultants) (cf. 9270 - Conflict of Interest)

Goals

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the district's debt management policy include policy goals related to the district's planning goals and objectives. The following section should be revised to reflect district goals.

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and wellbeing. When issuing debt, the district shall ensure that it:

- 1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs
- 2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements
- 3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues

- 4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt
- 5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements
- 6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws
- 7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued
- 8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future
- 9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt
- 10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws
- (cf. 0000 Vision) (cf. 0200 - Goals for the School District) (cf. 7000 - Concepts and Roles)

Authorized Purposes for the Issuance of Debt

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the district's debt management policy include the purposes for which debt proceeds may be used. The following section should be revised to reflect purposes that the Board has determined may be appropriate purposes for issuing debt in the district.

The district may issue debt for any of the following purposes:

- 1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities
- 2. To refund existing debt
- 3. To provide for cash flow needs

(cf. 3100 - Budget) (cf. 3110 - Transfer of Funds)

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

Authorized Types of Debt

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the district's debt management policy include the types of debt that may be issued. The following section should be revised to reflect the types of debt instruments authorized by the Board.

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

- 1. Short-Term Debt
 - a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)
 - b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)
 - c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)
- 2. Long-Term Debt

Note: The California Constitution, Article 13A, Sections 1(b)(2) and 1(b)(3), Education Code 15100-15262 and 15264-15276, and Government Code 53506-53509.5 authorize the district to issue general obligation bonds requiring either two-thirds voter approval or 55 percent voter approval, subject to specific accountability requirements. Voter-approved general obligation bonds typically provide the lowest cost of

borrowing and, by providing for the levy of additional ad valorem property taxes to service the debt, do not impact the district's general fund. See BP/AR 7214 - General Obligation Bonds for requirements pertaining to the issuance of general obligation bonds.

a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)

(cf. 7214 - General Obligation Bonds)

Note: Districts may establish a community facilities district for school facility purposes in accordance with the Mello-Roos Community Facilities Act (Government Code 53311-53368.3). The boundaries of the Mello-Roos district may include the entire school district, but usually include only a portion of the district, such as an area with new housing developments. The bonds sold by the community facilities district are paid for by a special tax on the properties within that community facilities district's boundaries. See BP 7212 - Mello Roos Districts.

b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

(cf. 7212 - Mello Roos Districts)

- 3. Lease financing, including certificates of participation (COPs)
 - a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)

Note: Authority for lease financings is based in part on judicial rulings finding that leases that meet certain conditions do not constitute indebtedness subject to a vote of the electorate.

- b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)
- 4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs
- 5. Temporary borrowing from other sources such as the County Treasurer

Note: Education Code 42133 prohibits the issuance of non-voter approved debt when the district has a qualified or negative certification regarding the district's ability to meet its fiscal obligations, except as provided below. Pursuant to Education Code 42131, a "qualified certification" indicates that the district may not meet its financial obligations for the current fiscal year and two subsequent fiscal years, and a "negative" certification indicates that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year. See BP 3460 - Financial Reports and Accountability for further information about such certifications.

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

Relationship of Debt to District Facilities Program and Budget

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the district's debt management policy include the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable. The following section should be revised to reflect district practice.

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

Note: The following paragraph is optional.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

Structure of Debt Issues

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

Note: Education Code 15106 limits the district's total outstanding bonded debt (i.e., the principal portion only) to 1.25 or 2.5 percent of the assessed valuation of the taxable property of a non-unified and unified district, respectively. Consequently, Education Code 15106 limits the issuance of new debt when the district has total bonded indebtedness in excess of the applicable percentage of the assessed valuation in the district. TRANs and lease payment obligations in support of COPs generally do not count against this limit except as provided in Education Code 17422.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

Method of Sale

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

- 1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
- 2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates
- 3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

Investment of Proceeds

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

(cf. 3430 - Investing)

Note: Pursuant to Education Code 15146, the proceeds of the sale of bonds, exclusive of any premium received, must be deposited in the county treasury to the credit of the building fund of the district. As amended by AB 2738 (Ch. 472, Statutes of 2016), Education Code 15146 prohibits districts from withdrawing proceeds from the sale of bonds at any time for purposes of making investments outside the county treasury.

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

Refunding/Restructuring

Note: The following section may be revised to reflect district practice. The GFOA's <u>Analyzing and Issuing</u> <u>Refunding Bonds</u> states that a test often used to assess the appropriateness of a refunding is the achievement of a minimum net present value savings. According to the GFOA, a common threshold is that the savings, as a percentage of the refunding bonds, should be at least 3-5 percent. However, the GFOA recognizes that it may be appropriate to approve refunding that results in lower anticipated savings in some circumstances, such as when interest rates are at low levels or the time remaining to maturity is limited and thus future opportunities to achieve greater savings are not likely to occur.

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

Internal Controls

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the district's debt management policy include the internal control procedures that the district has implemented or will implement to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. Examples of internal control standards for the management of bond funds are contained in the U.S. Government Accountability Office's <u>Internal Control System Checklist</u>. These include factors related to the internal control environment, risk assessment, control activities, information and communications, and monitoring. Because internal controls and accountability measures may be lengthy, districts may choose to develop an administrative regulation, exhibit, or other document that provides further details and that may be updated as needed. Also see BP 3400 - Management of District Assets/Accounts. The following section should be revised to reflect district practice.

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

(cf. 3314 - Payments for Goods and Services) (cf. 3400 - Management of District Assets/Accounts)

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

Records/Reports

Note: Government Code 8855 requires that the district report any proposed issuance of debt to the CDIAC at least 30 days prior to the sale of the debt issue. Typically, bond counsel will file the report on behalf of the district. As amended by SB 1029 (Ch. 307, Statutes of 2016), Government Code 8855 requires that the report include a certification that the district has adopted a debt policy and that the issuance is consistent with that policy.

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

Note: SB 1029 (Ch. 307, Statutes of 2016) amended Government Code 8855 to add the following requirement for an annual report of debt issuance, applicable to any final sale of debt on or after January 21, 2017. The report covers the period from July 1 to June 30, and must be submitted electronically on a form provided by CDIAC within seven months of the end of the reporting period (January 31).

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

Note: Pursuant to 17 CFR 240.15c2-12, most financings are required to have official disclosure statements which include the terms of the bond, security, risk factors, financial and operating information concerning the issuer, and background information. In addition, districts must provide ongoing disclosure in the form of annual reports and event notices pursuant to 17 CFR 240.15c2-12. Such disclosures must be made to the MSRB through its Electronic Municipal Market Access repository or any successor repository, as well as to investors and other persons or entities entitled to disclosure. For further information, see CDIAC's <u>California Debt Issuance Primer</u> and the GFOA's <u>Understanding Your Continuing Disclosure Requirements</u>.

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

Note: 26 CFR 1.6001-1 requires districts to retain records for as long as the contents thereof are material in the administration of any internal revenue law. Records related to debt issuance may affect tax liability in both past and future tax years. In order to be consistent with specific record retention requirements, the Internal Revenue Service (IRS) publication <u>Tax Exempt Bond FAQs Regarding Record Retention Requirements</u>, available on the IRS web site, recommends that material records should be kept for as long as the debt is outstanding, plus three years after the final payment of the debt. Although the IRS recommendation is specific to tax-exempt bonds, districts should also retain records related to other forms debt issuance for the same length of time.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

Legal Reference:

EDUCATION CODE 5300-5441 Conduct of elections 15100-15262 Bonds for school districts and community college districts 15264-15276 Strict accountability in local school construction bonds 15278-15288 Citizen's oversight committees 15300-15425 School Facilities Improvement Districts 17150 Public disclosure of non-voter-approved debt 17400-17429 Leasing of district property 17450-17453.1 Leasing of equipment 17456 Sale or lease of district property 17596 Duration of contracts 42130-42134 Financial reports and certifications ELECTIONS CODE 1000 Established election dates **GOVERNMENT CODE** 8855 California Debt and Investment Advisory Commission 53311-53368.3 Mello-Roos Community Facilities Act 53410-53411 Bond reporting 53506-53509.5 General obligation bonds 53550-53569 Refunding bonds of local agencies 53580-53595.55 Bonds 53850-53858 Tax and revenue anticipation notes 53859-53859.08 Grant anticipation notes CALIFORNIA CONSTITUTION Article 13A, Section 1 Tax limitation Article 16, Section 18 Debt limit

Legal Reference continued: (see next page)

Legal Reference: (continued) <u>UNITED STATES CODE, TITLE 15</u> 780-4 Registration of municipal securities dealers <u>UNITED STATES CODE, TITLE 26</u> 54E Qualified Zone Academy Bonds <u>CODE OF FEDERAL REGULATIONS, TITLE 17</u> 240.10b-5 Prohibition against fraud or deceit 240.15c2-12 Municipal securities disclosure <u>CODE OF FEDERAL REGULATIONS, TITLE 26</u> 1.103 Interest on state and local bonds 1.141 Private activity bonds 1.148 Arbitrage and rebate 1.149 Hedge bonds 1.6001-1 Records

Management Resources:

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS California Debt Issuance Primer **GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS** An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016 Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015 Investment of Bond Proceeds, Best Practice, September 2014 Selecting and Managing Municipal Advisors, Best Practice, February 2014 Debt Management Policy, Best Practice, October 2012 Analyzing and Issuing Refunding Bonds, Best Practice, February 2011 INTERNAL REVENUE SERVICE PUBLICATIONS Tax Exempt Bond FAQs Regarding Record Retention Requirements Tax-Exempt Governmental Bonds, Publication 4079, rev. 2016 U.S. GOVERNMENT ACCOUNTABILITY OFFICE PUBLICATIONS Internal Control System Checklist WEB SITES California Debt and Investment Advisory Commission: http://www.treasurer.ca.gov/cdiac Government Finance Officers Association: http://www.gfoa.org Internal Revenue Service: https://www.irs.gov Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA): http://www.emma.msrb.org U.S. Government Accountability Office: http://www.gao.gov U.S. Securities and Exchange Commission: https://www.sec.gov

Current ECS Policy

Eureka City SD Board Bylaw Student Board Members

BB 9150 Board Bylaws

In order to enhance communication between the Board of Education and the student body and to engage students in the district's educational programs and operations, the Board encourages the involvement of high school students in district governance. The inclusion of one or more student representatives on the Board shall be ordered upon receipt of a student petition in accordance with Education Code 35012 or may be ordered at any time at the discretion of the Board.

Petition

High school students may submit a petition to the Board requesting the appointment of at least one student Board member. This petition, or a separate petition submitted after students have been appointed to the Board, also may include a request to allow preferential voting for student Board members. (Education Code 35012)

Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board. (Education Code 35012)

To be eligible for consideration by the Board, the petition for student representation or the petition for preferential voting shall contain the signatures of no less than 500 regularly enrolled high school students, or no less than 10 percent of the number of regularly enrolled high school students, whichever is less. (Education Code 35012)

Within 60 days of receiving a student petition, or at the next regularly scheduled Board meeting if no meeting is held within those 60 days, the Board shall order the inclusion of a student member on the Board or shall act to allow preferential voting for the student Board member, as applicable. (Education Code 35012)

Once established, the student Board member position shall remain in effect until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. (Education Code 35012)

Selection of Student Board Member

Student Board members shall be elected by the students enrolled in the high school or high schools in accordance with procedures prescribed by the Board. (Education Code 35012)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

- (cf. 5121 Grades/Evaluation of Student Achievement)
- (cf. 6145 Extracurricular and Cocurricular Activities)

Role and Responsibilities of Student Board Members

The term of a student Board member shall be one year, commencing on July 1. (Education Code 35012)

A student Board member shall have the right to attend all Board meetings except closed (executive) sessions. (Education Code 35012)

(cf. 9321 - Closed Session Purposes and Agendas)

A student Board member shall be recognized at Board meetings as a full member and shall be seated with other members of the Board. In addition, a student Board member shall receive all materials presented to other Board members except those related to closed sessions, and he/she may participate in questioning witnesses and discussing issues. (Education Code 35012)

(cf. 9322 - Agenda/Meeting Materials)

When a student petition has requested preferential voting rights for student Board members or when the Board has granted preferential voting rights, a student Board member may cast preferential votes on all matters except those subject to closed session discussion. Preferential votes shall not affect the final numerical outcome of a vote. (Education Code 35012)

(cf. 9324 - Minutes and Recordings)

A student Board member may make motions that may be acted upon by the Board, except on matters dealing with employer-employee relations pursuant to Government Code 3540-3549.3. (Education Code 35012)

A student Board member shall not be liable for any acts of the Board. (Education Code 35012)

(cf. 9323.2 - Actions by the Board)

A student Board member shall be entitled to be reimbursed for mileage to the same extent as other members of the Board but shall not receive compensation for attendance at Board meetings. (Education Code 35012)

(cf. 3350 - Travel Expenses)(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Student Board Member Development

As necessary, the Superintendent or designee shall, at district expense, provide learning opportunities to student Board members, through trainings, workshops, and conferences, to enhance their knowledge, understanding, and performance of their Board responsibilities.

The Superintendent or designee may periodically provide an orientation for student Board member candidates to give them an understanding of the responsibilities and expectations of Board service.

Legal Reference: EDUCATION CODE 33000.5 Appointment of student members to State Board of Education 35012 Board members; number, election and terms; student members GOVERNMENT CODE 3540-3549.3 Educational Employment Relations Act

Management Resources: WEB SITES CSBA: http://www.csba.org California Association of Student Councils: http://www.casc.net California Association of Student Leaders: http://www.caslboard.com National School Boards Association: http://www.nsba.org

Bylaw EUREKA CITY UNIFIED SCHOOL DISTRICT adopted: June 2, 2016 Eureka, California

Proposed Revisions

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One representative to the Board of Education will be selected by a panel comprised of the student body president (unless they are a candidate for the position), one student body member, one past representative (if available), one Board member, Superintendent and Student Activities Director with the approval of the student council. New representative(s) will be selected in the spring of the school year prior to service. The term of office shall be July 1 to June 30. The representatives will be invited to workshops to familiarize themselves with the Board.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

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