

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT BOARD AGENDA
REGULAR MEETING
March 16, 2005
District Board Room
3401 CSM Drive, San Mateo**

NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS

*The public's comments on agenda items will be taken at the time the item is discussed by the Board.
The Board welcomes public discussion.*

To comment on items not on the agenda, a member of the public may address the Board under "Statements from the Public on Non-Agenda Items"; at this time, there can be discussion on any matter related to the Colleges or the District, except for personnel items. No more than 20 minutes will be allocated for this section of the agenda. No Board response will be made nor is Board action permitted on matters presented under this agenda topic.

If a member of the public wishes to present a proposal to be included on a future Board agenda, arrangements need to be made through the Chancellor's Office at least seven days in advance of the meeting. These matters will be heard under the agenda item "Presentations to the Board by Persons or Delegations". A member of the public may also write to the Board regarding District business; letters can be addressed to 3401 CSM Drive, San Mateo CA 94402.

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Persons with disabilities who require auxiliary aids or services will be provided such aids with a three-day notice. For further information, contact the Executive Assistant to the Board at (650) 574-6550.

Regular Board meetings are taped; tapes are kept for one month.

6:00 P.M. PUBLIC SESSION

ROLL CALL

Pledge of Allegiance

NEW BUSINESS

Introduction of San Mateo County Colleges Educational Housing Corporation Board members

05-3-100B Discussion of and approval of Master Agreement between the District and the San Mateo County Colleges Educational Housing Corporation

OTHER MATTERS OF MUTUAL INTEREST

ADJOURNMENT OF MEETING WITH EDUCATIONAL HOUSING CORPORATION BOARD

DISCUSSION OF THE ORDER OF THE AGENDA

MINUTES

05-3-1 Minutes of Regular Meeting of Board of Trustees of February 23, 2005

PRESENTATIONS TO THE BOARD BY PERSONS OR DELEGATIONS

STATEMENTS FROM EXECUTIVES AND STUDENT REPRESENTATIVES

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

NEW BUSINESS

- 05-3-1A Approval of personnel actions: changes in assignment, compensation, placement, leaves, staff allocations and classification of academic and classified personnel
- 05-3-2A Ratification of 2004-07 contract between the District and the American Federation of State, County and Municipal Employees (AFSCME), Local 829
- 05-3-3A Ratification of 2004-07 contract between the District and the California School Employees Association (CSEA), Chapter 33

Approval of Consent Agenda

All items on the consent agenda may, by unanimous vote of the Board members present, be approved by one motion after allowing for Board member questions about a particular item. Prior to a motion for approval of the consent agenda, any Board member, interested student or citizen or member of the staff may request that an item be removed to be discussed in the order listed, after approval of remaining items on the consent agenda.

- 05-3-1CA Approval of Community Education youth programs, Summer 2005
- 05-3-2CA Approval of Community Education Cañada College volleyball camp, Summer 2005
- 05-3-3CA Approval of Community Education basketball league, Spring and Summer 2005
- 05-3-4CA Approval to renew business travel insurance
- 05-3-5CA Approval of Trustees' Fund for Program Improvement projects at Cañada College

Other recommendations

- 05-3-1B Nominations for Board of Directors, California Community College Trustees - 2005
- 05-3-101B Report on legislation
- 05-3-102B Approval of naming of Regional Public Safety Center
- 05-3-103B Adoption of Resolution No. 05-3 authorizing the borrowing of funds for fiscal year 2005-06 and the issuance and sale of one or more series of 2005-06 Tax and Revenue Anticipation Notes therefor and participation in the California School Case Reserve Program and requesting the Board of Supervisors of the County to issue and sell said series of notes
- 05-3-104B Approval of amendment to lease agreement with Louis Iacopi for Half Moon Bay property
- 05-3-105B Contract award for office furniture

INFORMATION REPORTS

STATEMENTS FROM BOARD MEMBERS

COMMUNICATIONS

RECESS TO CLOSED SESSION

1. Closed Session Personnel Items
 - A. Public Employment
Employment: **Skyline College** – (2) Operations Assistant, Operations Division; Admissions and Records Assistant II, Admissions and Records Division
Post-Retirement Contract: **Cañada College** – Business & Workforce Development Division
 - B. Public Employee Discipline, Dismissal, Release
2. Conference with labor negotiator
Agency negotiator: Lee Finney
Employee organizations: AFSCME, AFT, CSEA

CLOSED SESSION ACTIONS TAKEN

ADJOURNMENT

**Agreement between the San Mateo County
Community College District and the San Mateo County Colleges
Educational Housing Corporation**

This Agreement is made and entered into as of March 16, 2005 by and between the **San Mateo County Colleges Educational Housing Corporation** ("Housing Corporation") and the **San Mateo County Community College District** ("College District").

RECITALS

- A. Housing Corporation was incorporated on November 8, 2004 under the California Nonprofit Public Benefit Corporation Law of the State of California for charitable purposes and has tax exempt status under Section 501 (c)(3) of the Internal Revenue Code.
- B. Housing Corporation's Articles of Incorporation describe Housing Corporation's purposes as being, "(1) to support the activities of the San Mateo County Community College District, including but not limited to managing affordable housing for faculty and staff; (2) to solicit gifts of money, real property, or personal property, to manage all such assets received by the Corporation, and to use and apply the whole or any part of the income and/or principal of such assets exclusively in the development and operation of affordable for housing faculty and staff; and (3) to engage in any other activities reasonably related to such purposes.
- C. Housing Corporation has not been designated an "auxiliary" organization; it has always been and remains an "independent" Corporation.
- D. College District is a community college district of the State of California and is the owner of the land and residential property known as *College Vista* located at 3403 and 3405 CSM Drive, San Mateo CA 94402.
- E. Housing Corporation and College District wish to set down the particulars of the arrangement between them concerning the services provided by each to the other and the compensation paid for such services.

NOW, THEREFORE, the parties hereto agree as follows:

A. GENERAL OPERATIONS

- 1) Pursuant to the terms and conditions hereinafter set forth, the Housing Corporation shall manage the *College Vista* property on behalf of the College District. The Housing Corporation shall use its best efforts to manage *College Vista* in a manner that will produce revenue that matches or exceeds the costs of said operations.
- 2) The Housing Corporation will, subject to the laws of the State of California, manage and control *College Vista* in accordance with the highest and best standards for the benefit of

the residents and the College District. The Housing Corporation shall have the power and authority to establish rules and policies governing rents and assessments, and may enter into contracts and agreements upon such terms as it deems advisable within the scope of its authority.

- 3) The Housing Corporation shall manage all revenues received by it from managing *College Vista*. From such revenues, Housing Corporation shall pay and discharge all operating expenses and obligations incurred in managing *College Vista*.
- 4) The Housing Corporation shall accurately make and keep all usual and necessary records of its actions and transactions and of all monies received, disbursed or expended by the Housing Corporation in connection with *College Vista*. The Housing Corporation agrees that its books, records and documents pertaining to *College Vista* shall be subject to examination by the College District and that such books or documents not transferred to and retained by the College District shall be preserved by the Housing Corporation for a period of seven years.
- 5) Each calendar year, prior to the expenditure of any funds or the creation of any obligations for the Housing Corporation, the Housing Corporation shall submit to the College District Executive Vice Chancellor a budget setting forth in detail all of the anticipated revenues and expenditures during the succeeding year. The budget will include a reasonable plan for funding reserve accounts for long-term maintenance, replacement and repairs.
- 6) The Housing Corporation shall be responsible for maintenance of *College Vista*. Maintenance shall include: preventive maintenance for buildings; planting and maintenance of all landscaped areas; cleaning and general upkeep of all unplanted areas; repair of buildings, utility systems, paved roads; repair of electrical and mechanical systems, and maintenance or repair of storm drain. College District shall have the right to monitor the adequacy of the maintenance. If, in the opinion of the College District and after consultation with the Housing Corporation, the College District finds the maintenance inadequate, the College District may perform the work itself and charge the Housing Corporation for the actual cost of labor and materials.
- 7) The Housing Corporation shall conduct a competitive RFP process in order to select a professional property manager or property management company that will manage the day-to-day operations of *College Vista*.
- 8) Housing Corporation shall manage and control *College Vista* subject to the laws of the United States and the State of California, and all applicable ordinances, and will not permit or allow any violation of any law at said property or in connection therewith insofar as it is possible to prevent the same.
- 9) Each officer and employee of the Housing Corporation who is responsible for the handling of any funds, purchases or financial affairs of the Housing Corporation, before engaging in any of said services as hereinabove mentioned, shall furnish a bond in an amount commensurate with his or her responsibilities.
- 10) The Housing Corporation shall develop a program that supports tenants of the residential development(s) in their quest for home ownership. Such program may include first-time buyer information, financial planning services, voluntary savings accounts, incentives for homeownership, etc.
- 11) The Housing Corporation shall participate in fundraising as needed for programs, projects or activities that benefit *College Vista* and/or its residents.

- 12) The Housing Corporation shall provide such other support for College District as needed and as the parties shall then agree, consistent with Housing Corporation's legal obligations and restrictions.
- 13) The College District shall annually engage an auditing firm to audit the Housing Corporation's financial records. The audit shall be reviewed by both the Housing Corporation and the College District.
- 14) The College District reserves the right to assume control of all or part of *College Vista* if one of the following four conditions exists:
 - a) there is a state of emergency as is defined in Government Code section 8558;
 - b) when an emergency repair or replacement is necessary to permit the continued operation of *College Vista*;
 - c) when emergency work is necessary to avoid danger to life or property; or
 - d) when material financial irregularities exist that jeopardize the ability of the organization to remain a going concern.

If such determination is made by a majority vote of the College District Board of Trustees, this agreement will be suspended during the time period as designated by the College District. Notification of the emergency will be communicated by the Chancellor or his or her designee.

B. OWNERSHIP OF PROPERTY, MAJOR MAINTENANCE AND CAPITAL IMPROVEMENTS

- 1) The College District owns the *College Vista* property. College District, in exercising its ownership of *College Vista* may, with the advice of Housing Corporation, construct such buildings and other structures as it deems advisable. This authority includes the right to remodel, relocate, replace or demolish any existing structure, determine the nature and location of any new permanent structure, the location and use of any streets, roads, easements, utilities, or parking lots or facilities. Prior to exercising its rights of ownership above stated, College District shall solicit the advice and recommendation of Housing Corporation.
- 2) No major maintenance or capital improvements can be undertaken without the prior approval of the Executive Vice Chancellor of the College District. "Major maintenance" as used herein shall be understood to be selected items of maintenance which cost more than \$50,000. "Capital improvements" are those improvements which cost more than \$50,000.
- 3) Emergency and or unanticipated major maintenance items will be handled on a case-by-case basis. The Housing Corporation and the College District agree to meet promptly to discuss and seek mutual agreement on the handling of such items.
- 4) Housing Corporation will be responsible for the administration and supervision of all major maintenance and capital improvements. The Housing Corporation will keep the College District informed about such projects.
- 5) Housing Corporation agrees that contracts that exceed \$10,000 which it executes shall have the approval of a quorum of the Board of Directors of the Housing Corporation and shall be recorded in the minutes of the Board. Contracts that are \$10,000 or less may be executed by the Property Manager or designee.

C. INSURANCE AND OTHER SERVICES

- 1) College District shall provide the following insurance for the *College Vista* residential property and the Housing Corporation:
 - a) Property and liability insurance for the residential development(s).
 - b) Workers compensation insurance and unemployment insurance for District employees providing services to Housing Corporation.
- 2) Housing Corporation will provide Directors and Officers liability insurance (D&O insurance) covering Housing Corporation's directors and officers
- 3) The College District may provide administrative and accounting support in the collection of rents and payment of expenses for *College Vista* and such other support for Housing Corporation as needed and as the parties shall then agree, consistent with College District's legal obligations and restrictions.

D. NOTICE

Any notice given pursuant to the terms of this Agreement shall be delivered personally or by first class mail, postage prepaid, return receipt requested, to the parties at the following addresses:

To District: Executive Vice Chancellor
San Mateo County Community College District
3401 CSM Drive
San Mateo, CA 94402-3699

To Housing Corporation: President, San Mateo County Colleges
Educational Housing Corporation
3401 CSM Drive
San Mateo, CA 94402-3699

E. MISCELLANEOUS

- 1) This Agreement may be modified or amended only by a writing signed by both parties.
- 2) This Agreement shall inure to the benefit of and be binding upon the parties, their legal representatives, successors, and assigns.
- 3) This Agreement shall be subject to and be governed by the law of the State of California.
- 4) In the event that any of the provisions or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.
- 5) This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed herein.

This Agreement shall take effect as of the date first written above and shall remain in effect until terminated by College District after first giving written notice to the Housing Corporation at least six (6) months in advance of the termination date specified in the notice. Every five (5) years, the parties shall review the terms of this Agreement and amend it, if necessary and as they shall then agree, to accommodate the needs of the parties at that time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SAN MATEO COUNTY
COMMUNITY COLLEGE DISTRICT

By
Patricia Miljanich
President, Board of Trustees

ATTEST:

Clerk of Said Board

SAN MATEO COUNTY COLLEGES
EDUCATIONAL HOUSING CORPORATION

By
Karen Schwarz,
President , Board of Directors

ATTEST:

By
Vice President/Secretary, "HOUSING CORPORATION"

The meeting was called to order at 6:03 p.m.

Board members present: President Miljanich, Vice President-Clerk Mandelkern, Trustees Hausman, Holober and Schwarz; and Student Trustee Burns

Others present: Chancellor Galatolo, Executive Vice Chancellor Keller; Vice Chancellor Joel; College of San Mateo President Kelly; Cañada College Vice President Lucas-Woods (for President Perez); Skyline President Morrow; and District Academic Senate President Beringer

Pledge of Allegiance

DISCUSSION OF THE ORDER OF THE AGENDA

None

MINUTES

It was moved by Trustee Hausman and seconded by Trustee Mandelkern to approve the minutes of the Regular Meeting of January 26, 2005. The motion carried by a vote of 4-0, with President Miljanich abstaining since she had not attended the meeting.

It was moved by Trustee Hausman and seconded by Trustee Holober to approve the minutes of the Study Session of February 9, 2005. The motion carried, all members voting "Aye."

PRESENTATIONS TO THE BOARD BY PERSONS OR DELEGATIONS

None

STATEMENTS FROM EXECUTIVES AND STUDENT REPRESENTATIVES

Executive Statements/Reports covering recent activities, events, and staff honors at the Colleges and Chancellor's Office were presented by Chancellor Galatolo, Executive Vice Chancellor Keller, Cañada Vice President Lucas-Woods (for President Perez), CSM President Kelly, Skyline President Morrow; District Academic Senate President Beringer; and Skyline Student Representative Barcala.

Adding to her written report, CSM President Kelly reported that she has been informed by Linda Asbury, President of the San Mateo Chamber of Commerce, that the District and its three Colleges are the recipients of the Francis Bohannon Legacy Award. The date and details of the award ceremony will be forthcoming. Chancellor Galatolo said that he expects to attend and that the College Presidents and at least one Board member should plan to do likewise.

Executive Vice Chancellor Keller announced that the second bond allocation of \$70 million was successfully sold earlier in the day.

Skyline Associated Students President Ilka Barcala described a number of recent events sponsored by the Student Association. She said that Halloween goody bags were prepared for children in the Skyline Children's Center; a Winter potluck celebration was provided for Children's Center children and their parents, providing food, decorations and gifts for more than 40 children; and Christmas gifts were purchased for a needy family with seven children. During HIV/AIDS Awareness Week (November 29 – December 3), the Student Association sponsored various informative activities, including guest speakers currently living with AIDS or HIV, distribution of pamphlets and information on ways that individuals can arm themselves against contracting the virus, etc. In commemoration of African American History Month, the Student Association designed a quiz to challenge students, with prizes ranging from a \$500 scholarship to \$25-\$50 gift certificates. The Association also expects to contribute funds to the WOW! Conference, Skyline's 35th anniversary celebration, and graduation activities.

Copies of the Executive Statements/Reports were available for distribution at the meeting and are attached to the official minutes of record.

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

None

NEW BUSINESS

APPROVAL OF PERSONNEL ACTIONS: CHANGES IN ASSIGNMENT, COMPENSATION, PLACEMENT, LEAVES, STAFF ALLOCATIONS AND CLASSIFICATION OF ACADEMIC AND CLASSIFIED PERSONNEL (05-2-2A)

It was moved by Trustee Holober and seconded by Trustee Hausman to approve the actions in Board Report No. 05-2-2A. The motion carried, all members voting "Aye."

APPROVAL OF CONSENT AGENDA (05-2-1CA AND 05-2-2CA)

The Consent Agenda consists of the following board reports:

05-2-1CA	Approval of construction consultants
05-2-2CA	Adoption of Resolution No. 05-2 declaring an exemption under the California Environmental Quality Act (CEQA) for projects at Cañada College, College of San Mateo and Skyline College

It was moved by Trustee Hausman and seconded by Trustee Schwarz to approve the Consent Agenda. The motion carried, all members voting "Aye."

MIDYEAR BUDGET REPORT, 2004-05 (05-2-100B)

It was moved by Trustee Mandelkern and seconded by Trustee Holober to approve budgetary transfers and income adjustments for the period ending December 31, 2004, as described in the report.

Executive Vice Chancellor Keller expanded on the report, first commending Senior Financial Analyst Debbie Carrington on the thoroughness and excellence of her work in developing the document. He noted that midyear information is somewhat limited and that there is still no word from County Counsel as to the property tax issue. He also said that, because negotiations are not yet concluded, compensation costs are somewhat unknown. He said that budget information is now disseminated in the District on an ongoing basis through the Budget and Finance Committee, rather than periodic reports. He also said the Chief Financial Officer Blackwood has met with groups at each College to explain the resource allocation model, thereby allowing the Colleges to make adjustments and refinements based on that information. In addition the Budget and Finance Committee continues to meet regularly to exchange information and streamline procedures. He said that a decision will need to be made regarding whether to "borrow" in anticipation of enrollment decline. He also said that the District has requested approval to change the Bookstore fiscal year from June 1 – May 31 to July 1 – June 30, to be consistent with other administrative units in the District.

Following the Executive Vice Chancellor's report, the motion carried, all members voting "Aye."

APPROVAL OF OPINION RESEARCH SERVICES (05-2-101B)

It was moved by Trustee Holober and seconded by Trustee Hausman to approve opinion research services described in the report provided by Godbe Research & Analysis according to the described timeline in an amount not to exceed \$33,500.

Director Christensen expanded on the report. She said that, to date, the District has expended or committed approximately \$150 million of the \$207 million bond that was approved by voters in November 2001 (Measure C). She also said that, in addition, District staff has worked aggressively to secure additional State, local and private funding to supplement the Measure C funds. To date the District has secured more than \$90 million from these sources and is optimistic that it will secure another \$20 million for facilities projects from various State sources. She reported that the District will expend all Measure C funds by mid-2006. She said that the District believes that a second bond measure may be necessary in order to complete the Capital Improvement Program. She said that, if the District were to proceed with another bond measure,

District must first assess a number of factors, including identifying spending priorities of San Mateo County voters, determining the best election date (November 2005 or June 2006), identifying the maximum tax threshold, identifying potential arguments for/against a College bond and identifying issues of importance to County voters. Accordingly, she said that the District recommends that Godbe Research and Analysis (the firm that was previously hired by the District for opinion research), to conduct a voter survey. She advised that, as was the case with the earlier bond measure, it is imperative that other expected items on the ballot be examined carefully and that timing of a bond ballot measure is critical. Trustee Holober stated that, at this point, the items on a November 2005 ballot are uncertain and that this matter may need to be reexamined in June 2005.

Following discussion, the motion carried, all members voting “Aye.”

2005 REPORT TO THE COMMUNITY FROM THE BOND OVERSIGHT COMMITTEE (05-2-3C)

Director Christensen presented the report. She stated that the Bond Oversight Committee is charged with the responsibility to assure voters that Bond proceeds are expended only for construction, reconstruction, rehabilitation or replacement of College facilities in compliance with the projects listed in the Measure C ballot language, and that no funds are used for faculty or administrative salaries or for other operating costs. A financial and performance audit was also conducted by the accounting firm of Vavrinek, Trine, Day & Co., which found that the financial statements present fairly the financial position and results of operations. The performance audit showed that the use of bond funds was consistent with the stated purposes of the bond measure that was approved by the voters.

Director Christensen described the major activities that have taken place during the past year including groundbreaking and start of construction of two flagship buildings – the Student Union and Science Annex at Skyline College and the Science Building at College of San Mateo. Additionally, as a result of Districtwide energy efficiency projects on the campuses the District received an energy rebate of \$883,000 from PG&E and will realize ongoing energy savings of approximately \$1 million annually. Furthermore, there has been extensive infrastructure repair at all three Colleges.

According to Director Christensen, the Bond Oversight Committee is pleased with the results of the District’s efforts and will be publicizing its report on the District’s web site and in an upcoming District newsletter.

STATEMENTS FROM BOARD MEMBERS

Trustee Hausman reported that she enjoyed the retirement reception for Grace Sonner, who she said has been a valuable asset to CSM and the District and who will definitely missed.

Trustee Schwarz reported that she also attended Grace Sonner’s reception and additionally had the opportunity to meet the new Bookstore Manager, Tom Bauer, at a recent “meet-and-greet” occasion. She added that such an occasion is an excellent idea and should be incorporated into future activities. She also mentioned that the Bay 10 dinner would be held on March 21 at Diablo Valley College. In addition, she said that the Board endorses Richard Holober as the legislative representative to the San Mateo School Boards Association. She also suggested that nominations to the CCCT Board of Directors be agendized for the March 16 agenda,

Trustee Mandelkern reported that he attended “Daughter from Danang”, a presentation offered at Skyline by the Museum of Tolerance alumni. He also had occasion to view a DVD called “Jeeterbugs” that had been given to the Board during the February 9 Study Session at KCSM. He considers it a fine offering. CSM President Kelly added that she and Marilyn Lawrence, KCSM General Manager, recently went to Washington DC to promote PBS; she said that Ms. Lawrence is an outstanding and enthusiastic representative and supporter of public television.

Student Trustee Burns said that he enjoyed the tour that the Board was given at the last Board meeting and pointed out that many students do not have that opportunity. He also reported that he attended a CCLC conference on January 29 and 30, during which he met with other Student Trustees from around the State. He said that State Chancellor Drummond addressed the group and that Student Trustee Burns had an opportunity to speak with Chancellor Drummond privately .

President Miljanich said that she has been asked to join the San Mateo County Mental Health Commission; she is very interested in this and asked for the Board’s OK. She also asked whether there were others in the audience who had an

interest; CSM Vice President Griffin responded that she is already a member of the commission and will work with President Miljanich.

COMMUNICATIONS

None

The Board of Trustees recessed to Closed Session at 7:00 p.m.

The Board reconvened to Open Session at 8:15 p.m.

CLOSED SESSION ACTIONS TAKEN

President Miljanich reported that, at the Closed Session conducted this evening, the Board discussed collective bargaining matters with Negotiator Joel; no action was taken.

ADJOURNMENT

The meeting adjourned by consensus at 8:15 p.m.

The next Regular Meeting of the Board will be March 16, 2005, beginning at 6:00 p.m. in the District Board Room.

Submitted by

Ron Galatolo
Secretary

Approved and entered into the proceedings of the March 16, 2005 meeting.

Dave Mandelkern
Vice President-Clerk

BOARD REPORT NO. 05-03-1A

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor-Superintendent
PREPARED BY: Harry W. Joel, Vice-Chancellor,
Human Resources and Employee Relations, (650) 358-6767

APPROVAL OF PERSONNEL ACTIONS

Changes in assignment, compensation, placement, leaves, staff allocations and classification of academic and classified personnel

A. Reassignment

District Office

1. Joe Rodrigues Custodian Facilities Planning & Operations

Reassignment from Lead Custodian at Cañada College to Custodian at Skyline College, effective February 22, 2005. Replacing Johnnie Henderson who retired.

Cañada College

1. Maria Mendez Instructional Aide II Student Services Division

Reassignment from Operations Assistant I at Skyline College to Instructional Aide II at Cañada College, effective March 7, 2005. Replacing Elizabeth McCarthy who previously resigned.

B. Leave of Absence

Skyline College

1. Juanita Quintero Office Assistant II Student Services Division

Recommend approval of pregnancy disability leave of absence, effective December 13, 2004, pursuant to provisions of the Family and Medical Leave Act of California Rights Act. Pursuant to the District policy, employee is entitled to a maximum of twelve (12) calendar months of leave.

College of San Mateo

1. Jeanne Stalker Accounting Technician KCSM Division

Recommend approval of pregnancy disability leave of absence, effective January 14, 2005, pursuant to provisions of the Family and Medical Leave Act of California Rights Act. Pursuant to the District policy, employee is entitled to a maximum of twelve (12) calendar months of leave.

C. CHANGES IN STAFF ALLOCATION

District Office

1. Recommend reclassification of three "Office Assistant II" positions, (1C0334, 1C0355, and 1C0366), in the Facilities Planning and Operations Division to "Staff Assistant" at Grade 21 of Classified Salary Schedule 60.

In reviewing the nature and scope of the work that is performed, it has been determined that the duties of the positions is at the Staff Assistant level. It is also recommended that the incumbents, Pam Emmons, Tatiana Degai, and Larisa Cosmineanu, be placed in the new positions, effective July 1, 2004.

2. Recommend change in allocation to add one (1) "Lead Custodian" position in the Facilities Planning and Operations Division. This position will replace the Groundskeeper Spray Technician position (1C0219).

College of San Mateo

3. Recommend change in allocation to increase one (1) "Shipping and Receiving Clerk" position in the Administrative Services Division from 50% of full-time to 80% of full time, effective March 17, 2005. The change in allocation will better serve the campus and staff in receiving afternoon deliveries.

D. SHORT-TERM, NON-CONTINUING ASSIGNMENTS

The following is a list of requested classified short-term, non-continuing services that require Board approval prior to the employment of temporary individuals to perform these services, pursuant to Assembly Bill 500 and its revisions to Education Code 88003:

<i>Location</i>	<i>Division/ Department</i>	<i>No. of Pos.</i>	<i>Date</i>		<i>Services to be performed</i>
			<i>Start</i>	<i>End</i>	
1. Skyline	Physical Education/Dance	1	01/01/05	05/31/05	Instructional Aide I: to assist the Dance Instructor with various components of the Dance Production Program throughout the Spring Semester and preparation for the spring dance concert.

BOARD REPORT NO. 05-3-2A

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Paula Anderson, Dean Employee and Labor Relations, 358-6779

**RATIFICATION OF 2004-2007 CONTRACT BETWEEN THE DISTRICT AND THE
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
(AFSCME), LOCAL 829**

Negotiations were recently concluded with AFSCME, Local 829, and a Tentative Agreement was ratified by AFSCME membership on March 2, 2005. The Tentative Agreement (see attached) is now submitted to the Board of Trustees for approval.

The three (3) year Agreement calls for a total compensation package of 3.5% for 2004-2005, with reopens in July 2005 and July 2006 on compensation, including longevity service increments, the PERS medical cap, and any recommendations coming forth from the districtwide Benefits Task Force.

Equity adjustments were made to the vacation accrual schedule and longevity service increments; pay for overtime was modified to distinguish between scheduled overtime and unscheduled or return-to-work overtime. Leave language was modified to meet current regulations regarding family medical leave, "kin care", and maternity/child bonding leave. Procedural steps related to disciplinary action were clarified. "Housekeeping" changes were made to clarify and update contract language without making substantive changes to the agreement.

RECOMMENDATION

Staff recommends that the Board of Trustees ratify the attached Agreement between the District and the American Federation of State, County, and Municipal Employees (AFSCME), Local 829.

Tentative Agreement for Settlement of 2004-2007 Contract Negotiations, AFSCME Local 829

1. Total compensation package of 3.5% for the 2004-2005 fiscal year, distributed as follows:
 - 2.5% on the AFSCME Salary Schedule effective July 1, 2004.
 - Increase the amount of employer paid premium support for PERS medical coverage for single coverage to \$604 per month, two party coverage to \$670 per month and family coverage to \$883 per month, effective January 1, 2005.
 - Effective July 1, 2005 and July 1, 2006, reopen on sections 8.1, 8.2.4, 9.1, 9.2 and one non-economic item to be designated by AFSCME.
2. Article 3—Definitions: Clarified definition of immediate family.
3. Article 5—Hours and Overtime modified as follows:
 - 5.5.3 Scheduled Overtime Assignment to be Posted in Advance: All available scheduled overtime shall be posted five (5) calendar days in advance at each college. The amount of scheduled overtime anticipated will be listed on the notice. The minimum amount of overtime to be scheduled is two (2) hours. However, in the event the employee works scheduled overtime between two (2) and four (4) hours, the minimum amount of overtime to be paid is four (4) hours. Employees will be paid for actual time worked for hours worked in excess of four (4) hours.
 - 5.5.5 Unscheduled Overtime: A minimum of four (4) hours at time and one-half (1 1/2) of the straight time rate of pay shall be paid to an employee who returns to the campus or office for overtime work after the employee's regular shift has ended. Any employee who works more than four (4) hours upon return, shall be paid for the time worked at the appropriate overtime rate.
 - 5.5.6 Assignment During Large Events: Whenever a special event or activity occurring on District property, in facilities with a capacity of more than 150, and the attendance is anticipated to be 100 or more, management will assign a custodian, engineer or groundskeeper, as required, to provide adequate support. The assignment should include a reasonable amount of time to clean the facility immediately following the event. This is especially important if food is served at the event. If the event is lecture only with no food, then the assigned time can be reduced.
 - 5.5.6.1 Whenever a special event is held and no AFSCME staff is assigned or available and either students or volunteers are assigned to clean the facility, on the following working day the steward and the campus supervisor will tour the facility to check cleanliness. If the facility is not clean, a minimum of four (4) hours at the overtime rate will be assigned to AFSCME staff to restore order to the facility.
4. Article 6 – Vacation is modified as follows:
 - 6.1 Vacation Schedule: Effective July 1, 2004, the vacation schedule for full-time, 12-month employees is as follows:

Year	Vacation Hours Earned Per Month Worked	Total Number of Vacation Days Earned During Year
1	6.250	10
2	6.875	11
3	7.500	12
4	8.125	13
5	9.375	15
6	9.375	15
7	10.000	16
8	10.000	16
9	10.625	17
<u>10</u>	<u>11.250</u>	<u>18</u>
<u>11-19</u>	<u>12.500</u>	<u>20</u>
<u>20+</u>	<u>13.125</u>	<u>21</u>

5. Article 8—Pay and Allowances is modified as follows:

8.2.3 Chemical Spray Differential is deleted.

8.4 Longevity Service Increments: Effective January 1, 2005, members of the unit completing eight (8), twelve (12), sixteen (16), twenty (20), twenty-four (24) and twenty-eight (28) continuous years with the District will be granted monthly long-service increments based on the schedule below. An employee will be eligible for the increment on the appropriate employment anniversary date. Percentage Longevity Service Increments will be calculated based on the employee's base regular salary, excluding differentials, overtime, or any other stipends.

Years Completed	Monthly Percentage Increment
Eight (8)	1.75%
Twelve (12)	2.75%
Sixteen (16)	5.25%
Twenty (20)	7.00%
Twenty-four (24)	9.75%
Twenty-eight (28)	11.00%

6. Article 10—Leaves is modified as follows:

10.1.1 Number of Days Per Year: An employee who is employed five (5) days a week shall be granted twelve (12) days of paid leave for illness or injury for a full twelve (12) months of service.

An employee who is employed five (5) days a week for less than twelve (12) full months of service will receive the proportion of the twelve (12) days leave that the number of months employed bears to twelve.

An employee who is employed less than five (5) days per week or less than thirty-seven and one-half (37.5) hours per week, shall receive prorated sick leave hours.

10.5 Family Illness Leave: concurrent with any eligibility for Family Medical Leave under the law, an employee may be granted six (6) days paid leave per year in the event of the serious illness of a member of his/her immediate family. An employee may use up to six (6) days of accrued sick leave to attend to a spouse, child, parent, grandparent, grandchild, son-in-law,

daughter-in-law, mother or father-in-law, sister, brother, domestic partner, domestic partner's child, domestic partner's parent, any person who stood in the place of a parent, or relative living in the immediate household of the employee. Such leave will be deducted from the employee's regular sick leave account.

- 10.6 Bereavement Leave: Paid bereavement leave of up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed following the death of the spouse or domestic partner, child, child of domestic partner, parent (includes parent of spouse or domestic partner), grandparent, grandchild, aunt and uncle, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any person who stood in place of a parent or relative living in the immediate household
- 10.8 Personal Benefit Leave: Approval of absence for the employee's own personal benefit must be obtained in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence. For an employee to be eligible for medical benefits as described in Article 9, the employee must be in paid status for fifty percent (50%) or more of the month or be on approved FMLA Leave.
- 10.11 Maternity/Child Bonding Leave: The Board of Trustees shall grant maternity and or child bonding leave to any permanent classified employee.
- 10.11.1 Maternity Leave: Employees may take a maximum of twelve (12) calendar months of maternity leave for each child birth. The twelve-month period of time begins on the first date that the treating physician authorizes absence from work, and ends twelve calendar months later. Accumulated sick leave may be used for any period of time which the employee must be absent from work as prescribed by the physician.
- 10.11.2 Child Bonding Leave: The District shall grant child bonding leave without pay to any permanent classified employee upon request. Such leave shall be for a maximum period of what is allowable under FMLA/CFRA law. Prior to such leave, the unit member shall be required to provide four (4) weeks notice prior to the anticipated date upon which the leave is to commence. Any employee may elect to utilize accrued vacation or other accrued paid leave other than paid sick leave during child bonding leave.
- 10.15 Family Medical Leave Act (FMLA) and California Family Right Act (CFRA) Benefits: Family care leave in accordance with provisions of the Family Medical Leave Act, the California Family rights Act, and the district Policy on Leaves of Absence will be applied concurrently with employee sick leave, extended sick leave, Industrial Accident/Injury Leave and/or other applicable paid District leaves. District policy provides for application of the FMLA and CFRA to domestic partners and children of domestic partners. Additional leave may be granted to supplement FMLA/CFRA leaves as provided in other articles in this Collective Bargaining Agreement.
7. Article 16—Disciplinary Procedures is modified as follows:
- 16.2 Procedural Steps:
- Informal Performance Evaluation:* An informal oral discussion(s) may be initiated by a Supervisor with a unit member when, in the opinion of the Supervisor, a performance-related event has become serious enough for the Supervisor to consider discipline. The unit member shall be informed of his/her right to AFSCME representation at said discussion. No written notation shall be placed in the employee's personnel file at the informal counseling level

16.3 **Formal Written Warning/Reprimand:** If the behavior is deemed severe or continues, the supervisor shall issue to the unit member a clearly identified written letter of warning/reprimand. A copy will be sent to AFSCME. The member will be notified of the unit member's right to representation by AFSCME. The unit member will have ten (10) working days to request a meeting to contest the written reprimand. The Supervisor shall then schedule a conference to hear the unit member's response. At the request of AFSCME, the Office of Human Resources may also be involved at this level. Following the conference, the Supervisor may recommend that the written warning/reprimand be made a part of the unit member's personnel file. If the written warning/reprimand is placed in the unit member's personnel file, the unit member shall have the right within ten (10) days of the recommendation to appeal to the Executive Director, Facilities Planning and Operations for review, and shall also have the right to attach his/her comments for inclusion should the Executive Director rule in favor of placement in the file.

8. Other editing changes were made to correct titles and clarify existing language without modifying the agreement.

BOARD REPORT NO. 05-3-3A

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Paula Anderson, Dean Employee and Labor Relations, 358-6779

RATIFICATION OF 2004-2007 CONTRACT BETWEEN THE DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER 33

Negotiations were recently concluded with CSEA Chapter 33, and a Tentative Agreement will be ratified by CSEA membership on March 16, 2005. The Tentative Agreement (see attached) is now submitted to the Board of Trustees for approval.

The three (3) year Agreement calls for a total compensation package of 3.5% for 2004-2005, with reopeners in July 2005 and July 2006 on compensation, including longevity service increments, the PERS medical cap, and any recommendations coming forth from the districtwide Benefits Task Force.

Adjustments were made to the vacation accrual schedule and longevity service increments; leave language was modified to meet current regulations regarding family medical leave, "kin care", and maternity/child bonding leave. Changes were made regarding tools, equipment, uniforms, and special clothing for security officers and safety assistants. Clarifying language was agreed to regarding overtime pay, holidays, and performance evaluation procedures. "Housekeeping" changes were made to clarify and update contract language without making substantive changes to the agreement.

RECOMMENDATION

Staff recommends that the Board of Trustees ratify the attached Agreement between the District and the California School Employees Association (CSEA, Chapter 33).

Tentative Agreement for Settlement of 2004-2007 Contract Negotiations, CSEA Chapter 33

1. Total compensation package of 3.5% for the 2004-2005 fiscal year, distributed as follows:
 - 2.5% on the CSEA Salary Schedule effective July 1, 2004.
 - Increase the amount of employer paid premium support for PERS medical coverage for single coverage to \$604 per month, two party coverage to \$685 per month and family coverage to \$863 per month, effective January 1, 2005.
 - Effective July 1, 2005 and July 1, 2006, reopen on sections 8.1.1, 8.4, 9.1.1 and two non-economic items selected by either or both parties.
2. Article 3—Definitions: Clarified definition of immediate family.
3. Article 4—Organizational Rights modified to allow for three (3) Chapter meetings per year.
4. Article 5—Hours and Overtime clarified language regarding overtime pay rates and compensatory time.
5. Article 6—Vacation modified to twenty-two (22) earned days of vacation at twenty (20) or more years of employment with the District.
6. Article 7—Holidays clarified language regarding Winter Recess.
7. Article 8—Pay and Allowances modified to clarify overtime compensation, and equipment and uniforms for Safety Officers and Safety Assistants; LSI increments changed as follows:
 - 8.4 Longevity Service Increments: Effective January 1, 2005, members of the unit completing eight (8), twelve (12), sixteen (16), twenty (20), twenty-four (24) and twenty-eight (28) continuous years with the District will be granted monthly long-service increments based on the schedule below. An employee will be eligible for the increment on the appropriate employment anniversary date and those who are employed less than full-time will have the increment prorated accordingly.

Years Completed	Monthly Percentage Increment
Eight (8)	1.75%
Twelve (12)	2.75%
Sixteen (16)	5.25%
Twenty (20)	7.00%
Twenty-four (24)	9.75%
Twenty-eight (28)	11.00%

8. Article 10—Leaves is modified to comply with Family Medical Leave Act, Kin Care, and Child Bonding regulations.
9. Article 14—Performance Evaluation Procedures modified to clarify process and definition of a “Personnel File”.
10. Article 19—Disciplinary Procedures modified 19.1.3 Causes for Disciplinary Action, and clarified processes.
11. Other minor editing changes were made to correct titles and clarify existing language without modifying the agreement.

BOARD REPORT NO. 05-3-1CA

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor-Superintendent

PREPARED BY: Jan Roecks, Director of Community Education
Community Education, 574-6179

APPROVAL OF COMMUNITY EDUCATION YOUTH PROGRAMS, SUMMER 2005

The Division of Community Education requests the approval of three summer programs for young people ages 8 to 14 in San Mateo County. The division plans to offer the College for Kids program at College of San Mateo and Cañada College as part of the District's community outreach activities. Community Education also plans to offer the Music and Fine Arts Camp in partnership with the San Mateo Parks and Recreation Department.

The Music and Fine Arts Camp has been widely acclaimed for 19 years and provides challenging and rewarding classes for young musicians and promising artists. This camp will meet from June 20 through July 8, Monday through Friday at College of San Mateo. A morning session (Junior Edition) will be held from 8:30 a.m. to noon for children entering third through fifth grades. Students entering sixth through tenth grades (Senior Edition) will meet from 1:00 p.m. to 5:15 p.m. Both Junior and Senior Edition students will have the opportunity to select from a variety of classes in the areas of Fine Arts, Theatre/Drama, and Music.

The summer College for Kids Program at Cañada will be offered for a three-week period from June 20 through July 7. The program will be offered at College of San Mateo from July 11 through July 28. The courses available at both locations will consist of: language arts, mathematics, science, creative arts, computers and physical education. Classes will be taught from 1:15 p.m. to 4:35 p.m. (three consecutive 60-minute periods) Monday through Thursday with opportunities for students to select three of the available courses.

The fee for the College for Kids Programs will be \$345 per participant. The fee for the Music and Fine Arts Camp will be \$300 for Junior Edition, \$75 for an optional lunch hour, and \$350 for Senior Edition per participant. Scholarships will be available for those students needing assistance. The fees will cover the cost of instructors, supplies, and insurance. The programs will be self-supporting.

RECOMMENDATION

It is recommended that the Board approve the Community Education Summer Youth Programs consisting of College for Kids at Cañada College and College of San Mateo and the Music and Fine Arts Camp, Junior and Senior Editions, located at College of San Mateo, as detailed in the report.

BOARD REPORT NO. 05-3-2CA

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor-Superintendent
PREPARED BY: Jan Roecks, Director of Community Education
Community Education, 574-6179

**APPROVAL OF COMMUNITY EDUCATION CAÑADA COLLEGE VOLLEYBALL CAMP,
SUMMER 2005**

The Division of Community Education requests the approval of an all-skill Cañada Colts Volleyball Camp for girls entering the 8th and 9th grades to be held at Cañada College. This camp will be held in conjunction with the Canada College P.E. Department.

The one week all-skills volleyball camp is planned for July 11-14, 2005. The camp will be held Monday through Thursday in the Cañada College Main Gym. The camp will be staffed by Cañada's Head Volleyball Coach, Monica Marcuson, along with members of the volleyball program. The camp session will run from 9:00 a.m. to 12:00 p.m. and will offer daily instruction on proper technique and skill progression for volleyball.

The fee for the volleyball camp will be \$175. The fees will cover the cost of instructors, supplies, and insurance. The camps will be self-supporting.

RECOMMENDATION

It is recommended that the Board approve the Community Education Cañada Colts Volleyball Camp to be held at Cañada College, as detailed in the report.

BOARD REPORT NO. 05-3-3CA

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor-Superintendent

PREPARED BY: Jan Roecks, Director of Community Education
Community Education, 574-6179

**APPROVAL OF COMMUNITY EDUCATION BASKETBALL LEAGUE
SPRING AND SUMMER 2005**

The Division of Community Education requests the approval of two sessions of a women's high school age basketball league to be offered in the spring and summer of 2005. The women's basketball league will be run in partnership with the College of San Mateo's Physical Education Department and the CSM women's basketball coach, Michelle Warner.

High school varsity league play will be offered on Tuesday evenings and high school junior varsity league play will be offered on Friday evenings in the College of San Mateo gym. Community Education plans to offer the spring league March 28th through May 20th. A summer league will be offered June 21st through July 29th. Basketball coaches will register players as a team, and liability forms for each player will be required. The registration fee for each team is \$350, which will pay for referees, player insurance, and a league coordinator. This program will be self-supporting.

RECOMMENDATION

It is recommended that the Board approve the Community Education Women's High School Basketball League as detailed in the report.

BOARD REPORT NO. 05-3-4CA

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor-Superintendent
PREPARED BY: James W. Keller, Executive Vice Chancellor, 358-6790

APPROVAL TO RENEW BUSINESS TRAVEL INSURANCE

The administration has arranged to place the District's business travel insurance policy with Gerber Life Insurance Company effective March 2, 2005. The policy provides \$100,000 for permanent total disability or \$100,000 for accidental death and dismemberment or a total amount payable for combined benefits due to the same accident not exceeding \$100,000. The total aggregate limit of the policy is \$2,000,000. The policy covers all employees and members of the Board of Trustees. The premium for 2005 is \$2,715 compared to \$1,200 for 2004. The premium increase is due to the expansion of the coverage to include all employees and to purchase a higher aggregate limit of \$2,000,000 per accident to accommodate larger groups of employees traveling together such as the Museum of Tolerance trips.

RECOMMENDATION

It is recommended that the Board of Trustees approve the District's business travel insurance policy with Gerber Life Insurance Company, effective March 2, 2005, at a cost of \$2,715.

BOARD REPORT NO. 05-3-5CA

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor-Superintendent

PREPARED BY: James W. Keller, Executive Vice Chancellor, 358-6790

APPROVAL OF TRUSTEES' FUND FOR PROGRAM IMPROVEMENT PROJECTS FOR CAÑADA COLLEGE

On September 8, 2004, the Board of Trustees approved a special appropriation for the Trustees' Fund for Program Improvement, set at the same level as in prior years, or \$50,000 (Board Report No. 04-9-101B). Additionally, \$56,879 was carried over to continue programs committed in prior years but not completed by June 30, 2004. The total 2004-05 allocation and 2003-04 carryover has been allocated as follows:

	04-05	03-04	Total Funds
	Allocation	Carryover	Available
Cañada College	10,890	13,775	24,665
College of San Mateo	23,074	19,246	42,320
Skyline College	<u>16,036</u>	<u>23,858</u>	<u>39,894</u>
Total	\$ 50,000	\$ 56,879	\$ 106,879

The total funding available for ongoing and new proposals in 2004-05 is \$106,879.

Attached as Exhibit A is a description of new proposals submitted by Cañada College for 2004-2005 totaling \$6,626.42.

RECOMMENDATION

It is recommended that the Board of Trustees approve the projects submitted by Cañada College, as described in the attached exhibit, for Trustees' Fund for Program Improvement support in the amount of \$6,626.42.

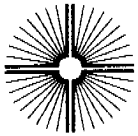
**Cañada College
Trustees' Fund for Program Improvement
Abstracts for Proposals, Spring 2005**

Project Title: GE Transfer Curriculum Development for the Music Department.
Project Director: David Meckler
Amount awarded: \$3126.42

This project is intended to revitalize the transfer program in Music at Cañada College. Through this effort all course descriptions will be reviewed and made both relevant to current student needs/interests as well as consistent with existing levels of rigor and academic standards required for lower division general education transfer requirements.

Project Title: Develop and Implement an Online Course in Rad Tech
Project Director: Theresa Bell
Amount Awarded: \$3500

Through this grant, the Radiologic Technology Program will develop and implement an online Computed Tomograph course for Imaging Technologists' CE requirements. This course is needed by radiologic technologists working in hospitals and clinical settings to upgrade their skills and fulfill their required CE hours. The online venue will give greatest access to these practitioners allowing them to update their knowledge and skills in evolving medical imaging modalities.



COMMUNITY COLLEGE LEAGUE
OF CALIFORNIA

DATE: February 25, 2005

TO: California Community College Trustees
California Community College District Chancellors/Superintendents

FROM: Jody Ansell

SUBJECT: CCCT BOARD ELECTION — 2005

The election of members of the CCCT board of the League will take place between March 10 and April 25. There are ten two-year vacancies on the board.

Each member community college district board of the League shall have one vote for each of the ten vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The ten candidates who receive the most votes will serve two-year terms. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The 19 trustees who have been nominated for election to the board are listed on the attached sheet, in the Secretary of State's random drawing order.

Each community college district chancellor/superintendent will be mailed an official ballot for the election. In addition, chancellors/superintendents will receive copies of the biographic sketch form and statement of candidacy of each of the 19 candidates.

Please remember that: 1) ballots must be signed by the board secretary and board president or vice-president; and 2) no identifying information or signatures on the ballot return envelopes. Official ballots must be signed and returned to the League office, **postmarked no later than April 25**. Faxed ballots will **not** be accepted. The ballots will be opened and counted on April 29 by three tellers appointed by the CCCT President and the results announced at the CCCT Annual Conference.

If you have any questions on the CCCT board election, please call the League office.

Attachments:

List of Candidates

CHANCELLORS/SUPERINTENDENTS ONLY:

Official Ballot and Return Envelope

Candidates' Biographic Sketches and Statements

BOARD REPORT NO. 05-3-101B

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor-Superintendent
PREPARED BY: Barbara Christensen, Director of Community/Government Relations,
574-5560

REPORT ON LEGISLATION

Attached is the first legislation report for the 2005 session of the California State Legislature. Included in this report is information on actions taken by the Legislature on bills of interest to this District and to California Community Colleges.

There are several significant issues regarding higher education being debated Statewide which could significantly affect the mission, funding, and governance structure of community colleges. A summary of these major issues follows.

Governor's Reform Bills

The following bills are proposed by the Governor to reform various aspects of the state budget, state pensions and teacher pay. If not enacted, these may be on a November Special Election ballot:

ACA-X 1 State pension reform/defined contribution plan.
ACA-X 14 Requires across-the-Board reductions when GF revenues are below estimates.
SCA-X 1 Eliminates tenure and replaces it with a performance-based pay system.

Other Bills of Interest

AB 49 Would allow contracting out for non-instructional services (repeals AB 1419)
AB 58 Educational Facilities Bond Act for 2006
AB 162 Amends Field Act requirements for Community Colleges (same as AB 3010, vetoed last year)
AB 196 Proposes that current higher education accountability measures be scrapped and replaced with new accountability measures developed by CPEC

BOARD REPORT 05-3-101B

- AB 214 Would require state pensions to be based on 3 years, not last year's, salary.
- AB 473 Maintains current \$26 per unit fee through 2007; transfers authority to State Board of Governors to raise fees; gives local Boards authority to impose local fees in excess of state limit.
- AB 767 Would permit alcohol on a community college property developed as residential housing for faculty and staff.
- AB 982 Would allow community colleges to charge a health fee to Board of Governors waiver students.

March 2005

FINANCE

ACA-7 (Nation) LOCAL GOVERNMENT 55% VOTE Would allow cities, counties and other special districts to impose a special tax with the approval of 55% (not 2/3) of voters. **STATUS:** Introduced.

ACA-X12 (Daucher) FISCAL TRANSPARENCY Would require a school district to prepare a public annual report including, among other things, revenues from all sources, personnel expenses and outstanding obligations. **STATUS:** Introduced

ACA-X14 (Keene) BUDGET Would require across-the-Board reductions under certain conditions: e.g., General Fund revenues are below estimates or expenditures are outpacing revenues. Would repeal Test 3 of Prop. 98. **STATUS:** Introduced.

AB-9 (Coto) EDUCATION FUNDING States legislative intent to increase K-12 and community college funding to a level ranking California among the top five states in the nation. **STATUS:** To Assembly Education Committee.

AB-23 (Liu) COMMUNITY COLLEGE FUNDING PRIORITIES Would declare that community colleges have three primary missions: transfer, workforce training and adult literacy and require that the first priority in State funding be given to these priorities. **STATUS:** To Assembly Higher Education Committee.

AB-51 (Koretz) APPRENTICESHIP REIMBURSEMENTS Would prohibit reimbursement for related and supplemental instruction provided to indentured apprentices in building/construction trade programs. **STATUS:** To Assembly Labor & Employment Committee.

AB-58 (Nunez) FACILITIES BOND ACT 2006 Would enact the K-University Facilities Bond Act of 2006 if approved by voters November 7, 2006. **STATUS:** Introduced.

AB-90 (Laird) STATE BUDGET State Budget bill for 2005-06. **STATUS:** To Assembly Budget Committee.

AB-318 (Dymally) FINANCE Would affect calculations of the enrollment growth rate for community college districts. **STATUS:** To Assembly Higher Education Committee.

AB-473 (Liu) COMMUNITY COLLEGE FEES Would extend the \$26 per unit charge to 2006-07. Transfers authority to raise fees to the Board of Governors, and requires that fee increases must be enacted prior to November 30. Would allow local colleges to charge a mandatory enrollment fee which exceeds the State limit. Would increase the "audit fee" from \$15/unit to \$39/unit. **STATUS:** To Assembly Higher Education Committee

SB-52 (Escutia) STATE BUDGET State Budget bill for 2005-06. **STATUS:** To Senate Committee on Budget.

BOARD REPORT 05-3-101B

SB-168 (Chesboro) PROPERTY TAX REVENUE SHIFTS Would make clarifying changes to formula and definitions of the State's obligation under the California Constitution to provide funding to school districts and community colleges. **STATUS:** To Senate Education Committee.

SCA-3 (McClintock) STATE BUDGET PROCESS Would amend the State Constitution to allow 1) a majority (not 2/3) of legislators to approve the budget; 2) bills passed by one house could be sent to the Governor; 3) rebate to taxpayers if funds exceed appropriations limit. **STATUS:** To Senate Budget Committee.

PERSONNEL

AB-214 (Richman) PENSIONS Would require that pensions be based on the last three years' salary, instead of last year's salary – for persons retiring after January 1, 2006. **STATUS:** To Assembly Committee on Public Employees and Retirement.

ACA-X1 (Richman) PENSION REFORM Contains the Governor's proposal for pension reform **STATUS:** Introduced.

SCA-X-1 (Runner) PERFORMANCE PAY/TENURE Would eliminate tenure and replace it with a performance-based pay system. **STATUS:** To Senate Education Committee.

EDUCATIONAL PROGRAMS

AB-39 (Liu) CHARTER SCHOOLS Pilot project to allow UC, CSU or CC system to authorize no more than 10 campuses to approve and administer one charter high school each. **STATUS:** To Assembly Higher Education Committee.

AB-196 (Liu) ACCOUNTABILITY Would establish a Statewide Postsecondary Accountability Structure administered by CPEC. **STATUS:** To Assembly Higher Education Committee.

AB-232 (Arambula) RN PROGRAMS Would appropriate funds for community college enrollment growth for registered nursing programs. **STATUS:** To Assembly Higher Education Committee.

MISCELLANEOUS

AB-49 (Benoit) CONTRACTING Would allow school and community college districts to contract for non-instructional service. **STATUS:** To Assembly Higher Education Committee.

AB-162 (Leslie) FIELD ACT Would amend Field Act requirements for community colleges (same as AB-3010 last year, which was vetoed). **STATUS:** Introduced.

BOARD REPORT 05-3-101B

AB-767 (Mullin) ALCOHOL PERMITTED IN RESIDENTIAL BUILDINGS Would amend the Businesses and Professions Code to allow alcohol on school property that is developed as residential housing for faculty and staff. **STATUS:** Introduced.

AB-982 (Laird) HEALTH SERVICES Would allow community colleges to charge a health fee to BOG waiver students. May include a health fee backfill provision. **STATUS:** Introduced.

ACA-6 (Wyland) PUBLIC BENEFITS Would deny drivers licenses, ID cards, in-state tuition benefits and other privileges to non-citizens and persons who are not lawfully an alien. Repeals AB 540. **STATUS:** Introduced.

ACA-X13-(McCarthy) REDISTRICTING Would require adjustments of legislative boundaries as determined by a panel of three retired judges. **STATUS:** Introduced.

SB-5 (Morrow) STUDENT BILL OF RIGHTS Would request UC Regents to direct CSU and community college trustees to develop guidelines and implement principles relating to academic freedom in a Student Bill of Rights. **STATUS:** To Senate Education Committee.

SB-55 (Lowenthal) MEETING AGENDAS Would make various technical changes to the agendas for community college governing boards. **STATUS:** Introduced.

SB-1040 (Hollingsworth) RESIDENCY FOR MILITARY Would provide in-state residency status for public postsecondary tuition for active duty military personnel. **STATUS:** Introduced.

BOARD REPORT NO. 05-3-102B

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor-Superintendent

PREPARED BY: Barbara Christensen, Director of Community/Government Relations,
574-6560

APPROVAL OF THE NAMING OF THE REGIONAL PUBLIC SAFETY CENTER

In January 2004, the San Mateo Community Colleges Foundation was the recipient of a gift of \$1,000,000 from the Gordon and Betty Moore Foundation. Because Gordon Moore's father, Walter H. Moore, served in law enforcement and maintained a life-long interest, it was the family's wish that this gift be used in the construction of the new Regional Public Safety Center (RPSC) at the College of San Mateo. The generous gift from the Gordon and Betty Moore Foundation will provide a substantial portion of the funding for the cost of the facility. The Center is the first of its kind in the County in that it is a joint use facility to be shared by the College of San Mateo and the South Bay Regional Public Safety Training consortium for training related to law enforcement. In addition, the RPSC will provide training facilities for the San Mateo County Sheriff's Office and 17 other local law enforcement agencies.

A native of Pescadero, Walter H. Moore began his law enforcement career in 1923 when, at the age of 28, he became Constable on the San Mateo County Coastside. Moore was then appointed deputy Sheriff in the region at a time when pressing law enforcement concerns included bootlegging and rum-running. Later, as chief deputy during the 1950's, Mr. Moore became well-known for his success, in collaboration with other reform-minded officials, in stopping organized crime on the Peninsula.

In light of the generous contribution for construction of the new RPSC facility and in honor of Walter H. Moore's life-long commitment to law enforcement, the San Mateo County Community Colleges Foundation has proposed that the District name the new building the "Walter H. Moore Regional Public Safety Center." Board policy 8.38.5 allows the Board to name District facilities in recognition of major financial contributions. As an example, the Mary Meta Lazarus Child Development Center was named in honor of a student whose family contributed generously toward the construction of that facility.

RECOMMENDATION

It is recommended that the Board of Trustees approve the naming of the Regional Public Safety Center as the "Walter H. Moore Regional Public Safety Center" in recognition of the contribution of \$1,000,000 from the Gordon and Betty Moore Foundation and in honor of Walter H. Moore's commitment to law enforcement.

BOARD REPORT NO. 05-3-103B

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor-Superintendent
PREPARED BY: James W. Keller, Executive Vice Chancellor, 358-6790

**ADOPTION OF RESOLUTION NO. 05-3 AUTHORIZING ISSUANCE OF
TAX AND REVENUE ANTICIPATION NOTES**

Tax and Revenue Anticipation Notes (TRANs) are short-term debt instruments issued by community college districts throughout the State to accommodate periods when cash flow is inadequate to cover normal General Fund expenditures. Since the District's major source of funding is through local property tax revenues that are distributed in two segments each year, the availability of the TRAN provides appropriate cash flow flexibility for the District. With the exception of 1991-92, the District has issued these instruments for the past nineteen years. In order to simplify the process and obtain the best pricing for issuance costs, the District is once again proposing to participate in the California School Boards Association (CSBA) *California Cash Reserve Program* for issuance of tax-exempt TRANs.

The District will reserve the right to determine the maturity date of the TRAN in June 2005, depending on market conditions. The 2005-06 TRAN repayment will be due on June 30, 2006.

Pricing will be during June 2005; at that time, interest rates will be locked in. The District has the option of a fixed-rate investment for the note proceeds and is not obligated to participate until the District executes the pricing confirmation. Proceeds of the TRAN will be available to meet the District's temporary cash flow needs throughout the 2005-06 fiscal year.

Attached Resolution No. 05-3 authorizes the District to participate in the *California Cash Reserve Program* and to issue tax-exempt Tax and Revenue Anticipation Notes in an amount not to exceed \$20,000,000 for fiscal year 2005-06. The resolution authorizes various financing documentation and further authorizes the President of the Board of Trustees, the Chancellor, the Executive Vice Chancellor, the Chief Financial Officer and the Chief Accountant to sign all documents in connection with the issuance of the TRAN.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 05-3 authorizing issuance of 2005-06 Tax and Revenue Anticipation Notes in an amount not to exceed \$20,000,000.

DISTRICT RESOLUTION 05-3

NAME OF DISTRICT: San Mateo County Community College District*

LOCATED IN: County of San Mateo

MAXIMUM AMOUNT OF BORROWING: \$20,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2005-2006 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2005-2006 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 Government Code of the State of California (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;

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, 2006 ("Fiscal Year 2005-2006") by the issuance of its 2005-2006 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 of taxes, income, revenue, cash receipts and other moneys to be received by the District 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 attributable to Fiscal Year 2005-2006;

* 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 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).

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 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;

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;**

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the Education Code of the State of California, 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;

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;

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 of the District attributable to Fiscal Year 2005-2006 and available for the payment of the principal of each Series of Notes and the interest thereon;

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, cash receipts or other moneys for Fiscal Year 2005-2006;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to Fiscal Year 2005-2006 can be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided);

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;

** Unless the context specifically requires otherwise, all references to "Series of Note" 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) to each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

WHEREAS, the Program requires the participating Issuers 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 (collectively, "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;

WHEREAS, the Authority, pursuant to advice of the underwriter designated in the Pricing Confirmation applicable to the Series of Notes, as underwriter for the Program (the "Underwriter"), will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of bonds (each 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 U.S. Bank National Association, as trustee (the "Trustee"), each Series distinguished by whether or what type(s) of Credit Instrument(s) (as hereinafter defined) secure(s) such Series, by the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool or by other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine;

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;

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 an irrevocable letter (or letters) of credit or policy (or policies) of insurance or proceeds of a separate subordinate bond issue (funded from a portion of the principal of some or all of the respective series of notes assigned to such Series of Pool Bonds) issued pursuant to the applicable Indenture for such purpose (the "Contingency Fund") or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued in the case of a letter or letters of credit or a commitment letter or letters by the credit provider or credit providers (collectively, the "Credit Provider") designated in the applicable Indenture, as finally executed, pursuant to a credit agreement or agreements or commitment letter or letters (collectively, the "Credit Agreement") 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, the Authority and the respective Credit Provider;

WHEREAS, if the Credit Instrument is identified as the Contingency Fund in the Pricing Confirmation applicable to such Series of Notes, the Series of subordinate bonds (the "Series of Contingency Bonds") issued pursuant to the applicable Indenture, as indicated in such Pricing Confirmation, may be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (the "Contingency Credit Instrument") issued by the credit provider or providers (collectively, the "Contingency Credit Provider") providing such Contingency Credit Instrument identified in such Indenture as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (collectively, the "Contingency Credit Agreement") identified in such Indenture as finally executed, such Contingency Credit Agreement being between the Authority and the Contingency Credit Provider;

WHEREAS, if a Series of Contingency Bonds is issued with respect to a Series of Notes, such Series of Notes of the District shall contain a Proceeds/Payment Portion (as defined herein) and may also contain a Contingency Portion (as defined herein), the amount of each such portion to be confirmed by the District at the time of execution of the Pricing Confirmation applicable to such Series of Notes;

WHEREAS, all or portions of the net proceeds of each Series of Notes, may be invested in one or more Permitted Investments (as defined in the Indenture), including under one or more investment agreements with one or more investment providers (if any), which investment agreements and provisions are to be determined in the Pricing Confirmation related to such Series of Notes;

WHEREAS, as part of the Program each participating Issuer approves the Indenture, the alternative forms of Credit Agreements, if any, and the alternative forms of Contingency Credit Agreements, if any, in substantially the forms presented to the Board, with the final form of Indenture, type of Credit Instrument and corresponding Credit Agreement, if any, and type of Contingency Credit Instrument and corresponding Contingency Credit Agreement, if any, to be determined and approved by the Pricing Confirmation related to the Series of Notes issued;

WHEREAS, pursuant to the Program each participating 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 (a) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, and (b), if applicable, the fees of the Credit Provider or the fees of the Contingency Credit Provider (which may be payable from, among other sources, investment earnings on the Permitted Investments or the applicable Contingency Account (as defined herein) and/or moneys in the account in the Costs of Issuance Fund applicable to such Series of Pool Bonds established and held under the Indenture), and (c), 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;

WHEREAS, pursuant to the Program, if a Series of Contingency Bonds is issued to secure a Series of Pool Bonds, each participating Issuer whose series of notes is assigned to the Pool securing such Series of Pool Bonds will be responsible for its share of the costs of issuing the applicable Series of Contingency Bonds, all such costs and fees being payable from

the proceeds of the applicable Series of Pool Bonds or the applicable Series of Contingency Bonds or as may otherwise be indicated in the Pricing Confirmation applicable to the Series of Notes issued; and

WHEREAS, pursuant to the Program, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds and related Series of Contingency Bonds, if any, (collectively, the "Bonds") which will be secured by the Indenture to which such Pool will be assigned;

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

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

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District 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 attributable to Fiscal Year 2005-2006, 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 "2005-2006 [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

* 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.

option of prior redemption) not more than fifteen (15) months thereafter on a date (or, possibly dates, if containing a Contingency Portion) indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate (or rates if different interest rates apply to the Proceeds/Payment Portion and the Contingency Portion) 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").

If the 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 (other than the Contingency Fund) secures the Proceeds/Payment Portion of a Series of Notes in whole or in part and all principal of and interest on the Proceeds/Payment Portion of the Series of Notes is not paid in full at maturity applicable to the Proceeds/Payment Portion or payment of principal of and interest on the Proceeds/Payment Portion of 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 Proceeds/Payment Portion (including the interest component, if applicable) thereof (or the portion (including the interest component, if applicable) 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); provided, however, that if the draw on, payment request under or claim on the Credit Instrument is due solely, in the District's case, to a loss on the Permitted Investment applicable to the Proceeds Subaccount (hereinafter defined) attributed to such Series of Notes or the Payment Account (hereinafter defined) attributed to such Series of Notes, the Series of Notes shall not be a Defaulted Note if the Credit Provider has so agreed at the time of issuance of the Credit Instrument.

If the Credit Instrument is the Contingency Fund and a Drawing (as defined in the Indenture) pertaining to the related Series of Notes is not fully reimbursed by the Contingency Interest Payment Date (as defined in the Indenture), the Series of Notes shall become a Defaulted Contingency Note (as defined in the Indenture), and the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof (or portion (including the interest component, if applicable) thereof with respect to which the Contingency Fund applies for which reimbursement on a Drawing has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. If the Credit Instrument is the Contingency Fund and the Trustee is required to draw on, request payment under or make a claim on the Contingency Credit Instrument to pay the related Series of Contingency Bonds due to an investment loss on the Permitted Investment applicable to the Contingency Fund, the Series of Notes shall, unless otherwise agreed by the Contingency Credit Provider at the time of issuance of the Contingency Credit Instrument, become a Defaulted Contingency Note, and the unpaid Contingency Portion (including the interest component, if applicable) thereof with respect to which the Contingency Credit Instrument applies for which reimbursement on such draw,

payment or claim has not been fully made by the Contingency Principal Payment Date shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

If a Series of Notes or the Series of Pool Bonds issued in connection therewith is unsecured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid Proceeds/Payment 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 three paragraphs, the obligation of the District with respect to such Defaulted Note, Defaulted Contingency 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 any available revenues attributable to Fiscal Year 2005-2006, as provided in Section 8 hereof.

The percentage of a Series of Notes to which a related Credit Instrument, if any, applies (the "Secured Percentage") shall be (i) equal to 100%, if the size of the Credit Instrument is greater than or equal to the aggregate amount of principal of and interest with respect to the Proceeds/Payment Portion of all unpaid series of notes (or unpaid portions thereof) of all Issuers assigned to the same Series of Pool Bonds as the Series of Notes, as of the Pool Interest Payment Date corresponding to the draw or payment request on the Credit Instrument, or the corresponding Contingency Interest Payment Date, whichever comes first, or (ii) equal to the amount of the related Credit Instrument divided by the aggregate amount of unpaid principal of and interest with respect to the Proceeds/Payment Portion of all unpaid series of notes (or portions thereof) of all Issuers assigned to the same Series of Pool Bonds as such Series of Notes, expressed as a percentage, if the size of the Credit Instrument is less than the aggregate amount of unpaid principal of and interest on the Proceeds/Payment Portion of such unpaid series of notes (or unpaid portions thereof) as of the Pool Interest Payment Date corresponding to the draw or payment request on the Credit Instrument, or the corresponding Contingency Interest Payment Date, whichever comes first. The percentage of a Series of Notes to which the related Contingency Credit Instrument, if any, applies (the "Secured Contingency Percentage") shall be equal to the Secured Percentage. To the extent the term "Secured Percentage" as defined in the Indenture as finally executed differs from the foregoing, the definition contained in the Indenture shall be controlling.

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 Indenture. 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 and the exclusion from gross income for federal tax purposes of interest thereon. 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 or the Contingency Credit Provider (as the case may be) securing the related Series of Pool Bonds or corresponding Series of Contingency Bonds (as applicable) to which such Series of Notes is assigned, its agreement to issue the Credit Instrument or Contingency Credit Instrument (as applicable), securing such Series of Pool Bonds or corresponding Series of Contingency Bonds, as the case may be. If the Credit Instrument relating to a Series of Pool Bonds is a letter or letters of credit or policy or policies of insurance, the issuance of the related Series of Notes shall be subject to the approval of such Credit Provider. If the Credit Instrument relating to a Series of Pool Bonds is the Contingency Fund which is backed by a Contingency Credit Instrument, the issuance of the related Series of Notes shall be subject to the approval of the such Contingency Credit Provider. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes, the decision of the Credit Provider to deliver the Credit Instrument or, if applicable, the approval of the Contingency Credit Provider of the issuance of such Series of Notes and the decision of the Contingency Credit Provider to deliver the Contingency Credit Instrument shall be in the sole discretion of the Credit Provider or Contingency Credit Provider, as applicable, and nothing herein shall be construed to require the Credit Provider or Contingency Credit Provider to issue a Credit Instrument or Contingency Credit Instrument, as applicable, or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2005-2006 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of unrestricted revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

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

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

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinated Notes payable on a parity with one or more Series of outstanding Subordinated 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 Bonds 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"). 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 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 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 Purchase Agreement.

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

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

(h) If the Additional Notes are to be Senior Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (5) above.

Upon the delivery to the Trustee of the foregoing instruments and 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 notwithstanding any defects in satisfying any of the foregoing requirements.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in (i) Exhibit A if issued by the Board of Supervisors of the County, or (ii) Exhibit B if issued by the District, each as attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the business manager 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 Authority, 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 Authority 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 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. 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 the Authority) to the District on a date within 10 days, or such longer period of time as agreed by the Underwriter of said negotiation of interest rate and purchase price during the period from May 1, 2005 through March 1, 2006 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Purchase Agreement, 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 and the Pricing Confirmation applicable to the first Series of Notes shall also be referred to herein in certain contexts as the "Primary Pricing Confirmation". 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 Purchase Agreement applicable to such Series of Notes, substantially in the form presented to this meeting, 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 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 Purchase Agreement(s) and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds and, if applicable, the Series of Contingency Bonds to the Trustee under the Indenture 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 Pricing Confirmation shall indicate whether and what type of Credit Instrument and, if applicable, Contingency Credit Instrument will apply to such Series of Notes.

The form of Indenture, alternative general types and forms of Credit Agreements, if any, and alternative general types and forms of Contingency Credit Agreements, if any, presented to this meeting are hereby acknowledged, and it is acknowledged that the Authority will execute and deliver the Indenture, one or more Supplemental Indentures, one or more Credit Agreements, if applicable, and one or more Contingency Credit Agreements, if applicable, 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, the Supplemental Indenture (if applicable), the Credit Agreement and, if applicable, the Contingency Credit Agreement are 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 pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed. If the Credit Instrument identified in a Pricing Confirmation is the Contingency Fund, it is acknowledged that the Authority is authorized and requested to issue one or more Series of Contingency Bonds pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed. The 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. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that a Note of a Series shall become a Defaulted Note, the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof or the Proceeds/Payment Portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date applicable to such Proceeds/Payment Portion shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Proceeds/Payment Portion of 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 or from the Credit Instrument with respect to the Proceeds/Payment Portion of such Note, 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 upon deposit of such moneys with the Trustee.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Contingency Note, the unpaid Proceeds/Payment Portion and/or (if applicable) Contingency Portion (including the interest component, if applicable) thereof or the Proceeds/Payment Portion and/or Contingency Portion (including the interest component, if applicable) to which a Contingency Credit Instrument, if any, applies for which full reimbursement on a Drawing, or drawing, payment or claim has not been made by the applicable Contingency Principal Payment Date, shall be deemed outstanding and shall not be deemed paid until (i) any Contingency Credit Provider providing a Contingency Credit Instrument with respect to the Series of Contingency Bonds to which such Series of Notes is assigned (against the Contingency Fund of which such Drawing, or drawing, payment or claim was made) has been reimbursed for any drawing or payment or claim made under the Contingency Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the Contingency Credit Agreement, and (ii) the holders of such Series of Notes or Series of Pool Bonds and/or Series of Contingency Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured Proceeds/Payment Portion and/or (if applicable) Contingency 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 the purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds and Series of Contingency Bonds will be deemed to have received such principal amount 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 the District's Series of Notes is secured in whole or in part by a Credit Instrument or, if applicable, a Contingency Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument or, if applicable, the Series of Contingency Bonds issued in connection with the Series of Notes is secured by a Contingency Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Series of Notes), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) 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 (a) in the case where a Credit Provider is applicable, 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, and (b) in the case where a Contingency Credit Provider is applicable, to the ratio of the principal amount of the Contingency Portion of and applicable to its Series of Notes over the aggregate principal amounts of the Contingency Portions of and applicable to all series of notes containing Contingency Portions, including, if applicable, the Series of Notes, assigned to the Series of Contingency 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.

Section 6. No Joint Obligation. 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 and, if applicable, a corresponding Series of Contingency Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes.

The moneys received from the sale of each Series of Pool Bonds issued in connection with a Series of Notes allocable to the District's share of the costs of issuance (which may include any fees and expenses in connection with the related Credit Instrument (or Contingency Credit Instrument, if any) applicable to such Series of Notes or Series of Pool Bonds and the corresponding Series of Contingency Bonds, if any) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Pool Bonds and held and invested by the Trustee under the Indenture and expended as directed by the Authority or the Underwriter on Costs of Issuance as provided in the Indenture. All or a portion of the moneys allocable to each Series of Notes from the sale of the corresponding Series of Pool Bonds, (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 Indenture 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 Indenture. In the event a portion of earnings on the Permitted Investment in which the Proceeds Subaccount is invested shall be used to pay the related Credit Provider's or the related Contingency Credit Provider's fees and expenses and/or costs of issuing the related Credit Instrument or the related Contingency Credit Instrument, such funds may be requisitioned by the Authority on behalf of the District. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. The Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount which shall be not less than 50% of the Net Proceeds.

"Net Proceeds" means, as the case may be, the Principal Amount of the Series of Notes if issued in one series, or the Series Principal Amount of each Series of Notes if more than one Series of Notes is issued net of the District's share of the Costs of Issuance attributable to the corresponding Series of Pool Bonds and, if applicable, the corresponding Series of Contingency Bonds to which such Series of Notes is assigned. 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 Month (as defined hereinafter) designated in the Pricing Confirmation applicable to such Series of Notes, amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date applicable to the related Proceeds/Payment Portion, are equal to the percentages of the principal and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity for the Proceeds/Payment Portion for the corresponding Repayment Month set forth in the Pricing Confirmation applicable to the Series of Notes; provided, however, that on the twentieth day of the next to last Repayment Month designated in each such Pricing Confirmation (or, if only one Repayment Month is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Month designated in such Pricing Confirmation), 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 Indenture; provided, however, that with respect to the transfer in any such Repayment Month (or month preceding a single Repayment Month), 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 the Proceeds/Payment Portion of such Series of Notes at maturity for the Proceeds/Payment Portion, 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 twentieth day of such Repayment Month (or month preceding a single Repayment Month).

In the event more than one Series of Notes is issued, the District hereby covenants and agrees, subject to Section 8 hereof, to replenish amounts on deposit in the Proceeds Subaccount attributed to each Series of Notes in the following order of priority: first, on a pro-rata basis, the Proceeds Subaccount attributed to each Series of Senior Notes; second, on a pro-

rata basis, the Proceeds Subaccount attributed to each Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, the Proceeds Subaccount attributed 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.

For Notes issued in calendar 2005, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2005, will, at the time of the issuance of such Series of the Notes, (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of the any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2005, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

For Notes issued in calendar year 2006, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Series of the Notes, (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of the any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2006, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

Amounts in any Proceeds Subaccount relating to a Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986

(the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The "Proceeds/Payment Portion" of a Note of a Series means a principal amount equal to such Principal Amount of the Series of Notes if the District issues only one Series, or the Series Principal Amount of applicable Series of Notes if the District issues more than one Series of Notes, less the principal amount of the Contingency Portion (defined hereinafter) of such Series of Notes, if any, plus interest accrued thereon at the Note Rate applicable to the Proceeds/Payment Portion of such Series of Notes to the Maturity Date applicable to the Proceeds/Payment Portion of such Series of Notes. The "Contingency Portion" of a Note of a Series means a principal amount which shall be less than or equal to 50% of the Net Proceeds, plus interest accrued thereon at the Note Rate applicable to the Contingency Portion of such Series of Notes to the Maturity Date applicable to the Contingency Portion of such Series of Notes. An amount equal to the principal of the Contingency Portion of each Series of Notes (and, if determined in the Pricing Confirmation applicable to such Series of Notes, net of the District's portion of Costs of Issuance attributable to the Series of Contingency Bonds to which the Series of Notes is assigned) shall be deposited in a separate account established for the Series of Contingency Bonds to which such Series of Notes is assigned in the Contingency Fund (each a "Contingency Account"), hereby authorized to be created pursuant to, and held and invested by the Trustee under the Indenture and said moneys shall be used for the purposes specified in the Indenture including, but not limited to, payment of principal of and interest on the Series of Contingency Bonds (if any) to which such Series of Notes is assigned. The Pricing Confirmation applicable to such Series of Notes shall set forth the amount of the deposit to the related Contingency Account. Payment of principal of and interest on the Series of Contingency Bonds to which any Series of Notes is assigned and reimbursement to the applicable Contingency Credit Provider, if any, shall be subordinate to payment in full of the principal of and interest on the related Series of Pool Bonds to which such Series of Notes is assigned.

The principal amounts of the Proceeds/Payment Portion and the Contingency Portion of a Series of Notes shall be set forth in the Pricing Confirmation applicable to such Series of Notes and on the face of such Series of Notes. Any Authorized Officer is hereby authorized to approve and confirm the determination of such principal amount of the Proceeds/Payment Portion of a Series of Notes (including, if applicable, the principal amount attributed to cash flow borrowing and the principal amount attributable to construction financing) and the principal amount of the Contingency Portion of a Series of Notes 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.

Section 8. Source of Payment.

(A) The principal amount of each Series of Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (if applicable) of the District and are attributable to

Fiscal Year 2005-2006 and which are available for payment thereof. As security for the payment of the principal of and interest on all Series of its Notes, subject to the subordination provisions of Section 7 hereof and this Section 8, the District hereby pledges certain unrestricted revenues (as hereinafter provided) which are received by the District for the general fund, and capital fund and/or special revenue fund (if applicable), of the District and are attributable to Fiscal Year 2005-2006, and the principal of each Series of Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable pro-rata among all such Series of Notes of the District from the first moneys received by the District from such pledged revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act) and subject to the subordination provisions of Section 7 hereof and this Section 8. The Noteholders, Bondholders, Credit Provider(s) (if applicable) and, if applicable, the Contingency Credit Provider(s) shall have a first lien and charge on such unrestricted revenues as hereinafter provided which are received by the District and are attributable to Fiscal Year 2005-2006, subject to the subordination provisions of Section 7 hereof and this Section 8.

In order to effect, in part, the pledge referenced in the preceding two sentences, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of its Notes (each a "Payment Account") by the Trustee under the Indenture, 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 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 of the first amounts received in the months specified in the corresponding Pricing Confirmation as sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Fiscal Year 2005-2006) 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 Proceeds/Payment Portion of the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity of the Proceeds/Payment Portion 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 Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any 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 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.

With respect to each Series of Notes, the number of Repayment Months determined in the related Pricing Confirmation shall not exceed six (6) and the amount of new money required to be deposited in any one Repayment Month (if there are more than two Repayment Months) as determined in such Pricing Confirmation shall not exceed fifty percent (50%) of the principal of and interest due with respect to the Proceeds/Payment Portion of such Series of Notes at maturity

of the Proceeds/Payment Portion (such pledged amounts being hereinafter called the "Pledged Revenues"); provided, however, that the first Repayment Month of any Series of Subordinate Notes shall not occur prior to the last Repayment Month of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; provided further, that if the first Repayment Month of any Series of Subordinate Notes occurs in the same month as the last Repayment Month 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 Months and percentages of the principal and interest due with respect to the Proceeds/Payment Portion of each Series of Notes at maturity of the Proceeds/Payment Portion required to be on deposit in the related Payment Account in each Repayment Month, 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.

In the event that on the tenth Business Day (as defined in the Indenture) of each such Repayment Month, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, 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. The term "unrestricted revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund and capital fund and/or special revenue fund (if applicable) of the District attributable to Fiscal Year 2005-2006 and which are generally available for the payment of current expenses and other obligations of the District.

In the event a Series of Notes contains a Contingency Portion, the District shall not be obligated to make payments with respect to the principal or interest components of the Contingency Portion except, if not otherwise agreed to by the related Contingency Credit Provider (if any) at the time of issuance of the related Contingency Credit Instrument (if any), in the case where any loss is sustained from the Permitted Investment (as defined in the Indenture), in which the Contingency Account related to such Contingency Portion is invested. In such case, the District hereby pledges and agrees to deposit in such Contingency Account established and held under the Indenture, moneys of the District lawfully available for the payment of principal of such Series of Notes and the interest thereon as and when received, an amount up to an

amount equal to the Contingency Portion of such Series of Notes, to the extent necessary to replenish such Contingency Account for any losses sustained from such Permitted Investment.

Such pledge and agreement shall be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion of such Series of Notes and in the case of (1) a Contingency Portion of a Series of Additional Notes that are Senior Notes, shall also be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion of all other Series of Senior Notes and but shall be on a parity with the pledge and agreement pertaining to the Contingency Portion, if any, of each such Series of Senior Notes, (2) a Contingency Portion of a Series of Additional Notes that are Subordinate Notes (except for any Series of Subordinate Notes described in the following clause (3)), shall be subordinate to the pledge and agreement pertaining to (i) the Proceeds/Payment Portion and the Contingency Portion, if any, of all Series of Senior Notes, and (ii) the Proceeds/Payment Portion of all Series of Subordinate Notes, but shall be on a parity with the pledge and agreement pertaining to the Contingency Portion of each such Series of Subordinate Notes (except for any Series of Subordinate Notes described in the following clause (3)), and (3) a Contingency Portion of a Series of Additional Notes that are Subordinate Notes that have been further subordinated to other previously issued Subordinate Notes in the applicable Pricing Confirmation, shall be subordinate to the pledge and agreement pertaining to the Proceeds/Payment Portion and the Contingency Portion, if any, of all Series of Senior Notes and all previously issued Series of Subordinate Notes specified in such Pricing Confirmation.

In the event the contingency portions (if any) of any series of notes issued by other Issuers comprising the Series of Contingency Bonds of which a Series of Notes is a part (the "Contingency Pool") are invested in the same Permitted Investment as such Series of Notes, and if any losses sustained from such Permitted Investment are less than the aggregate amount of all the contingency portions of the series of notes of other Issuers containing contingency portions comprising the Contingency Pool, the District's obligation to make any deposit referred to in the preceding sentence shall equal the ratio of the principal component of the Contingency Portion of its Series of Notes over the aggregate principal components of the contingency portions of all series of notes including its Series of Notes, comprising the Contingency Pool.

If, pursuant to the preceding paragraph, the District is required to deposit moneys in the Contingency Account, and such deposit is not made by the Maturity Date applicable to the Proceeds/Payment Portion applicable to such Series of Notes, the Series of Notes shall become a Defaulted Note, and the unpaid Contingency Portion (including the interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. If such deposit is not made by the Maturity Date applicable to the Contingency Portion applicable to such Series of Notes, the Series of Notes shall become a Defaulted Contingency Note and the unpaid Contingency Portion (including interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. The obligation of the District with respect to such Defaulted Note or Defaulted Contingency Note, as the case may be, 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 any legally available revenues attributable to Fiscal Year 2005-2006 and which constitute unrestricted revenues.

(B) Any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part, (ii) (to the extent provided in the Indenture) the Credit Provider, if any, (iii) if a Series of Contingency Bonds are issued in connection with the Pool of which such Series of Notes is a part and are not secured by a Contingency Credit Instrument, the holders of such Series of Contingency Bonds (to the extent provided in the Indenture), and (iv) if a Series of Contingency Bonds are issued in connection with the Pool of which such Series of Notes is a part and are secured by a Contingency Credit Instrument, the applicable Contingency Credit Provider and the holders of such Series of Contingency Bonds (to the extent provided in the Indenture and the applicable Contingency Credit Agreement). 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 the Proceeds/Payment Portion of such Series of Notes with interest to maturity of the Proceeds/Payment Portion (in accordance with the requirements for defeasance of the related Series of Bonds as set forth in the Indenture) and, if applicable, (to the extent provided in the Indenture and, if applicable, the corresponding Credit Agreement or, if applicable, the corresponding Contingency Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider or, if applicable, the corresponding Contingency Credit Provider.

(C) On any interest payment date (if different from the Maturity Date applicable to the Proceeds/Payment Portion) and on the Maturity Date applicable to the Proceeds/Payment Portion 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 applicable to the Proceeds/Payment Portion, the principal of and interest with respect to the Proceeds/Payment Portion of such Series of Notes or to reimburse the Credit Provider or Contingency Credit Provider, as applicable, for payments made under or pursuant to the Credit Instrument or Contingency Credit Instrument, as the case may be, subject to the subordination provisions of Section 7 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 the Proceeds/Payment Portion of such Series of Notes in full on an interest payment date and/or the Maturity Date applicable to such Proceeds/Payment Portion, 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 the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date applicable to the Proceeds/Payment Portion) to pay principal of the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

c. third, to reimburse each applicable Credit Provider for payment, if any, of interest with respect to the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

d. fourth, to reimburse each applicable Credit Provider for payment, if any, of principal with respect to the Proceeds/Payment Portion of all Series of Senior Notes pro-rata;

e. fifth, to reimburse each applicable Contingency Credit Provider, if any, for payment, if any, of interest with respect to the Contingency Portion of all Series of Senior Notes pro-rata;

f. sixth, to reimburse each applicable Contingency Credit Provider, if any, for payment, if any, of principal with respect to the Contingency Portion of all Series of Senior Notes pro-rata;

g. seventh, to pay pro-rata any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each applicable Credit Provider or Contingency Credit Provider (if any), 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 (g), 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 (g), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

If Contingency Bonds are issued in connection with any Series of Notes and no Contingency Credit Instrument is applicable, the holders of the applicable Series of Contingency Bonds shall have the same priority of rights to payment as a Contingency Credit Provider would have had relating to such Series of Notes according to the priorities set forth above, as well as any other rights to the extent and as stated in the Indenture. 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 Indenture 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 Indenture, or, if applicable, the related Credit Agreement(s) or Contingency 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).

(D) Moneys in the Proceeds Subaccount attributed to each Series of Notes, the Payment Account attributed to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes shall be invested by the Trustee pursuant to the Indenture in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Indenture and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of 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 Underwriter as designee of the Authority 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 shall be with a provider or providers rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Pool Bonds (the "Rating Agency") and acceptable to the corresponding Credit Provider or, if applicable, the corresponding Contingency Credit Provider, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Note) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Underwriter, 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 the present value of annual payments equal to 5/100th of a percent of the weighted average amount reasonably expected to be invested each year of the term of the investment agreement. Upon the advice of the Underwriter, as confirmed in the applicable Pricing Confirmation, the District may elect to have all or portions of the fees, expenses and costs related to the corresponding Credit Provider and corresponding Credit Instrument or corresponding Contingency Credit Provider and corresponding Contingency Credit Instrument payable from interest earnings on the investment agreement or investment agreements or other Permitted Investments. The District's funds in the Proceeds Subaccount attributed to each Series of Notes, the Payment Account attributed to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes shall be accounted for separately and the obligation of the provider or providers of such investment agreement or investment agreements with respect to the District under such investment agreement or investment agreements shall be severable. Unless otherwise and to the extent agreed between the applicable Credit Provider or Contingency Credit Provider and the District, 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, the Payment Account applicable to such Series of Notes and the Contingency Account attributed to the Series of Contingency Bonds secured by such Series of Notes.

If, as of the first Business Day (as defined in the Indenture) of each month, beginning in the month designated in Section 3.03 of the Indenture, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount

applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of the Proceeds/Payment Portion of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such month (as specified in the Pricing Confirmation applicable to the Series of Note) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the applicable Credit Provider, if any, or the applicable Contingency Credit Provider, if any (and as applicable), a Financial Report and on the tenth Business Day of such month, if applicable, a Deficiency Report in substantially the forms set forth as Exhibits C and D to the Indenture and shall provide such other information as the applicable Credit Provider or the applicable Contingency Credit Provider, if any (and as applicable), shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(E) Any moneys placed in a Contingency Account (if any) shall be for the benefit of and in the following priority: (i) the holders of the related Series of Pool Bonds issued in connection with the Pool to which the related Series of Notes is assigned, (ii) the holders of the related Series of Contingency Bonds issued in connection with the Pool to which such Series of Notes is assigned, and (iii) (to the extent provided in the Indenture and, if applicable, the corresponding Contingency Credit Agreement) the corresponding Contingency Credit Provider. The moneys in the Contingency Account attributable to the Series of Contingency Bonds secured by a Series of Notes shall be applied only for the purposes for which such Contingency 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 the Proceeds/Payment Portion applicable to such Series of Notes or Contingency Portion applicable to such Series of Notes, whichever is later, with interest to maturity of the Proceeds/Payment Portion applicable to such Series of Notes or Contingency Portion applicable to such Series of Notes, whichever is later, (in accordance with the requirements for defeasance of the related Series of Bonds as set forth in the Indenture) and, if applicable, (to the extent provided in the Indenture and the corresponding Contingency Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Contingency Credit Provider.

(F) The moneys in each Contingency Account shall be applied as provided in Articles V and VI of the Indenture and as may otherwise be provided in the Indenture.

(G) 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 Chair of the governing board of the District or any other member of such board shall be authorized to execute each such Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District 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 Purchase Agreement, this Resolution and Indenture. 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 Indenture to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

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

the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

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

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

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2005-2006 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Purchase Agreement(s), (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, and (iii) accept its obligations under the Credit Agreement(s), or, if applicable, the Contingency Credit Agreement(s).

(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, (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes and accept its obligations under the Credit Agreement(s), or, if applicable, the Contingency Credit Agreement(s).

(C) The issuance of each Series of Notes, the adoption of this Resolution, the acceptance of the District's obligations under the Credit Agreement(s), or, if applicable, the Contingency Credit Agreement(s) and the execution and delivery of the Purchase Agreement(s), 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 2005-2006 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 2005-2006, (ii) provide to the Trustee, the Credit Provider(s), if any, the Contingency Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions,

modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of the final Series of Notes to be issued, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund and, if applicable, capital fund and/or special revenue fund of the District attributable to Fiscal Year 2005-2006 all of which will be legally available to pay principal of and interest on such Notes.

(G) The County has experienced an ad valorem property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of ad valorem property taxes levied within the District in each of the five fiscal years from Fiscal Year 1998-1999 through Fiscal Year 2003-2004, 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 2004-2005 and 2005-2006, respectively.

(H) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

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

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Purchase Agreement(s), the Indenture, the Credit Agreement(s), if any, the Contingency 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 Purchase Agreement(s), the Indenture, the Credit Agreement(s), if any, the Contingency Credit Agreement(s), if any, or this Resolution.

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

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

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

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

(O) So long as the applicable Credit Provider is not in default under the corresponding Credit Instrument or the applicable Contingency Credit Provider, if any, is not in default under the corresponding Contingency Credit Agreement, 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, the applicable Contingency Credit Agreement, if any, and/or the Indenture, as applicable. Prior to the Maturity Date applicable to the Proceeds/Payment Portion of a Series of Notes, moneys in the District's Payment Account attributed to such series of the Note shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the applicable Credit Provider or from the applicable Contingency Credit Provider, if any, that such amounts are due to it by instructing the Trustee to pay such amounts to the applicable

Credit Provider or the applicable Contingency Credit Provider, as appropriate, on the District's behalf by remitting to the applicable Credit Provider or the applicable Contingency Credit Provider, as appropriate, moneys held by the Trustee for the District and then available for such purpose under the Indenture. 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 applicable Credit Provider or the applicable Contingency Credit Provider, as appropriate.

(P) So long as any Series of Pool Bonds or Contingency Bonds 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 Indenture.

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Credit Provider(s), if any, and the Contingency Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2005 (the "Fiscal Year 2004-2005") within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will immediately deliver a written notice to the Authority, Underwriter, the Credit Provider(s) (if applicable), the Contingency 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 2004-2005 or Fiscal Year 2005-2006 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) To the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2004-2005 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2005-2006.

(S) The District will maintain a positive general fund balance in Fiscal Year 2005-2006.

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

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

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Series of Notes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Series of the Notes or any other funds of the District which would cause any Series of the Notes 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) (the) Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (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) (the) Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof, to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Series of Notes (calculated in accordance with Section 7 hereof), 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 2005-2006 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 Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture designated as the "2005-2006 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Indenture 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 Series of Notes, the Bond Owners, the Credit Provider(s), if any, the Contingency 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 or Contingency Account, as applicable, or any other payment required to be paid hereunder on or before the date on which such deposit or other 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, any Credit Provider, if applicable, or any Contingency Credit Provider, if applicable, unless the Trustee and such Credit Provider or such Contingency Credit Provider, if applicable, 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 Purchase Agreement(s) (including the Pricing Confirmation(s)) or the Credit Agreement(s) or Contingency Credit Agreement(s) (if and as applicable) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement(s) or the Credit Agreement(s) or Contingency Credit Agreement(s) (if and as applicable) 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 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 Bond Owners' or Noteholders' interests;

(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 Indenture, if 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 or Contingency Account(s) (as appropriate) under the Indenture, an amount equal to (i) all of the principal of the Proceeds/Payment Portions of all Series of Notes and interest thereon to the respective final maturity(ies) of the Proceeds/Payment Portions applicable to all Series of Notes or (ii) all of the principal of the Contingency Portions of all Series of Notes and interest thereon to the respective final maturity(ies) of the Contingency Portions applicable to all Series of Notes, as appropriate, 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 Indenture 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 (other than the Contingency Fund) 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, notwithstanding the foregoing, if a Contingency Credit Instrument is applicable, as long as the applicable Contingency Credit Provider has not failed to comply with its payment obligations under the corresponding Contingency Credit Agreement, each such Contingency Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, in each case so long as such action will not materially adversely affect the rights of any Pool Bond Owner (to which the Series of Notes applies) primarily and any Contingency Bond Owner (to which the Series of Notes applies) secondarily, and each Credit Provider's (if any) or each Contingency Credit

Provider's (if any), and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the applicable Credit Provider is not reimbursed on any interest payment date applicable to the Proceeds/Payment Portion of the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on the Proceeds/Payment Portion of such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in Section 5.03 of the Indenture, or if any principal of or interest on the Proceeds/Payment Portion of such Series of Notes remains unpaid after the Maturity Date applicable to the Proceeds/Payment Portion of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid Proceeds/Payment Portion (including the interest component, if applicable) 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.

If the Credit Instrument is the Contingency Fund and the principal of and/or interest on the Proceeds/Payment Portion of a Series of Notes is not paid as required by each Pool Interest Payment Date applicable to such Series of Notes or the corresponding Contingency Interest Payment Date applicable to such Series of Notes, whichever is earlier, such Series of Notes shall become a Defaulted Note or a Defaulted Contingency Note, as applicable, and the unpaid Proceeds/Payment Portion (including the interest component, if applicable) thereof (or the portion thereof with respect to which the related Contingency Account applies for which reimbursement on a Drawing has not been fully made) shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on such Defaulted Note or Defaulted Contingency Note, as the case may be, is paid in full or payment is duly provided for, all subject to Section 8 hereof.

If the Credit Instrument is the Contingency Fund and pursuant to Section 8 hereof the District is required to deposit moneys in the Contingency Account applicable to the Series of Contingency Bonds to which such Series of Notes is assigned and such deposit is not made by each Pool Interest Payment Date applicable to such Series of Notes or the corresponding Contingency Interest Payment Date applicable to such Series of Notes, whichever is earlier, such Series of Notes shall become a Defaulted Note or a Defaulted Contingency Note, as applicable, and the unpaid Contingency Portion (including interest component, if applicable) thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate until the District's obligation on such Defaulted Note or Defaulted Contingency Note, as the case may be, 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 and the corresponding Contingency Account, as applicable, 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 and Contingency Account, as applicable, 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 Indenture 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 Indenture, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. Each Series of Notes shall be sold to the Authority in accordance with the terms of the 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(C)(1), (2) and (3) 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.

If any payment or distribution of any character, whether in cash, securities or other property, shall be received by any party or such party's representative; in contravention of any of the terms of this Section, such payment or distribution or security shall be held in trust for the benefit of, and shall be paid over or delivered and transferred to, the party entitled to such payment or distribution.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes, the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written

consent of all such holders, the Credit Provider(s) and, if applicable, the Contingency 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 Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, 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 Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, shall have given notice to the District and to the holders of the Series of Senior Notes and the Credit Provider(s) applicable thereto and the Contingency Credit Provider(s), if any, applicable thereto, of their intention to take such action.

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

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

Section 18. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Purchase Agreement and the Indenture. 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, agreements and

other documents 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 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 Indenture.

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 (i) acknowledge the terms of the corresponding Credit Agreement or the corresponding Contingency Credit Agreement, as applicable, and (ii) provide the corresponding Credit Provider or the corresponding Contingency Credit Provider (as applicable), with any and all information relating to the District as such corresponding Credit Provider or corresponding Contingency Credit Provider may reasonably request.

Section 19. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Bonds to which such Series of Notes is assigned, the corresponding Credit Provider(s), if any, and the corresponding Contingency Credit Provider(s), if any (and as applicable), and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 20. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Pool Bonds or Series of Contingency 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 the Note or any other obligation of the District hereunder.

Section 21. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 22. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1

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DISTRICT/ BOARD OF EDUCATION
COUNTY OF , CALIFORNIA

2005-2006 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES ___

Date of
Original Issue

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

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

PROCEEDS/PAYMENT PORTION: _____ DOLLARS

PRINCIPAL AMOUNT OF PROCEEDS/PAYMENT PORTION: _____ DOLLARS

CONTINGENCY PORTION: _____ DOLLARS

PRINCIPAL AMOUNT OF CONTINGENCY PORTION: _____ DOLLARS

Interest Rate Applicable
to Proceeds/Payment Portion
____%

Maturity Date Applicable
to Proceeds/Payment Portion

Interest Rate Applicable
to Contingency Portion
____%

Maturity Date Applicable
to Contingency Portion

First Repayment Month	Second Repayment Month	Third Repayment Month	Fourth Repayment Month	Fifth Repayment Month
____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	100% (Total of principal and interest due with respect to Proceeds/ Payment Portion of Note 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 applicable maturity date specified above to the registered owner identified above, or registered assigns, the applicable principal amount specified above, together with interest thereon from the date hereof until the applicable principal amount shall have been paid, payable [on _____ 1, 2005 and thereafter, and] on the applicable maturity date specified above in lawful money of the United States of America, at the applicable rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in

* To bear this designation if this Note is a Series of Subordinate Notes.

** Number of Repayment Months and percentages and amount of Proceeds/Payment Portion of Note shall be determined in Pricing Confirmation (as defined in the Resolution) applicable to the Series of Notes.

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 applicable maturity date specified above and, if funds are not provided for payment at the applicable 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 the applicable maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or pay the principal of or interest on this Note on the maturity date applicable to the Proceeds/Payment Portion or the Credit Provider (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 (as defined in the Resolution) or the Contingency Credit Provider (as defined in the Resolution), if any, is not reimbursed for the amount drawn on or paid pursuant to the Contingency Credit Instrument (as defined in the Resolution) to pay all or a portion of the Proceeds/Payment Portion (including the interest component, if applicable) or the Contingency Portion (including the interest component, if applicable) of 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). If any portion of the Proceeds/Payment Portion or the Contingency Portion is unpaid on the Contingency Interest Payment Date corresponding to this Note (if applicable and as more particularly described and defined in the Resolution) this Note shall become a Defaulted Contingency 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 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.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2005-2006 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2005-2006) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, applicable to the Proceeds/Payment Portion, is equal to the corresponding percentages of principal of and interest due with respect to the Proceeds/Payment Portion of the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a

first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution.*** The Contingency Portion of the Note shall be paid from moneys of the District lawfully available therefor after payment of the Proceeds/Payment Portion but only to the extent, and as set forth in, the Resolution. 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.

*** If this Note is a Series of Additional Notes, the following shall be added: Such Pledge shall be [on a parity with/subordinate to] the [parity/senior] pledge of Pledged Revenues and other moneys of the District securing the previously issued Series of Senior Notes, to the extent, and as set forth in, the Resolution.

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.

COUNTY OF

By
Title:

(SEAL)

Countersigned

By
Title:

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

BY

AUTHORIZED OFFICER

ASSIGNMENT

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

Dated:

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

Signature Guaranteed:

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

**EXHIBIT B
FORM OF NOTE**

R-1

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DISTRICT/ BOARD OF EDUCATION
COUNTY OF , CALIFORNIA

2005-2006 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES __

Date of
Original Issue

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

SERIES PRINCIPAL AMOUNT: DOLLARS

PROCEEDS/PAYMENT PORTION: DOLLARS

PRINCIPAL AMOUNT OF PROCEEDS/PAYMENT PORTION: DOLLARS

CONTINGENCY PORTION: DOLLARS

PRINCIPAL AMOUNT OF CONTINGENCY PORTION: DOLLARS

Interest Rate Applicable
to Proceeds/Payment Portion
____%

Maturity Date Applicable
to Proceeds/Payment Portion

Interest Rate Applicable
to Contingency Portion
____%

Maturity Date Applicable
to Contingency Portion

First Repayment Month	Second Repayment Month	Third Repayment Month	Fourth Repayment Month	Fifth Repayment Month
____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	____% (Total of [principal] [interest] [principal and interest] due with respect to Proceeds/ Payment Portion of Note at maturity)	100% (Total of principal and interest due with respect to Proceeds/ Payment Portion of Note 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 applicable maturity date specified above to the registered owner identified above, or registered assigns, the applicable principal amount specified above, together with interest thereon from the date hereof until the applicable principal amount shall have been paid, payable [on _____, 2005 and thereafter, and] on the applicable maturity date specified above in lawful money of the United States of America, at the applicable rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in

* To bear this designation if this Note is a Series of Subordinate Notes.

** Number of Repayment Months and percentages and amount of Proceeds/Payment Portion of Note shall be determined in Pricing Confirmation (as defined in the Resolution) applicable to the Series of Notes.

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 applicable maturity date specified above and, if funds are not provided for payment at the applicable 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 the applicable maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or pay the principal of or interest on this Note on the maturity date applicable to the Proceeds/Payment Portion or the Credit Provider (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 (as defined in the Resolution) or the Contingency Credit Provider (as defined in the Resolution), if any, is not reimbursed for the amount drawn on or paid pursuant to the Contingency Credit Instrument (as defined in the Resolution) to pay all or a portion of the Proceeds/Payment Portion (including the interest component, if applicable) or the Contingency Portion (including the interest component, if applicable) of 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). If any portion of the Proceeds/Payment Portion or the Contingency Portion is unpaid on the Contingency Interest Payment Date corresponding to this Note (if applicable and as more particularly described and defined in the Resolution) this Note shall become a Defaulted Contingency 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.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2005-2006 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2005-2006) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date applicable to the Proceeds/Payment Portion, is equal to the corresponding percentages of principal of and interest due with respect to the Proceeds/Payment Portion of the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a

first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution.*** The Contingency Portion of the Note shall be paid from moneys of the District lawfully available therefor after payment of the Proceeds/Payment Portion but only to the extent, and as set forth in, the Resolution. 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 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 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.

*** If this Note is a Series of Additional Notes, the following shall be added: Such Pledge shall be [on a parity with/subordinate to] the [parity/senior] pledge of Pledged Revenues and other moneys of the District securing the previously issued Series of Senior Notes, to the extent, and as set forth in, the Resolution.

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

DISTRICT/
BOARD OF EDUCATION

By
Title:

[(SEAL)]

Countersigned

By
Title:

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY
AUTHORIZED OFFICER**

ASSIGNMENT

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

Dated:

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

Signature Guaranteed:

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

SECRETARY'S CERTIFICATE

I, Ron Galatolo, Secretary of the Governing Board of San Mateo County Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the District/Board of Education duly and regularly held at the regular meeting place thereof on the ____ day of _____, 2005, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 3401 CSM Drive, San Mateo, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$20,000,000.

Dated: _____, 2005

Ron Galatolo
Secretary of the Governing Board
of the San Mateo County Community College
District

BOARD REPORT NO. 05-3-104B

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor-Superintendent
PREPARED BY: James W. Keller, Executive Vice Chancellor, 358-6790

**APPROVAL OF AMENDMENT TO LEASE AGREEMENT
WITH LOUIS IACOPI FOR HALF MOON BAY PROPERTY**

In April 1979, the Board of Trustees authorized leases for use of certain portions of the District's property in Half Moon Bay. Under a Joint Powers Agreement with Cabrillo Unified School District for the conduct of agricultural projects, a lease agreement with Mr. Louis Iacopi was executed in May 1979 for use of approximately 30 acres of District property for wet farming in return for Mr. Iacopi's construction and maintenance of perimeter fencing for the area. The District continued that agreement with Mr. Iacopi until dissolution of the Joint Powers Agreement with Cabrillo Unified School District and then, in July 1986, the Board approved a new agreement with Mr. Iacopi for use of the land through 1992. On March 10, 1993, the Board approved a renewal lease agreement with Mr. Iacopi for the period January 1, 1993 through December 31, 1993. The renewal lease permitted Mr. Iacopi to use the property and water in return for his maintenance of the site and payment of \$3,000 (\$100 per acre).

Effective January 1, 1994, Education Code Section 81378.1 provides regulations governing the lease of district property not needed for academic purposes. The lease is renegotiable and may be cancelled if the property is needed for academic purposes. In accordance with those regulations, a new lease with Mr. Iacopi was approved by the Board on March 9, 1994 for a one-year period commencing March 15, 1994, at the rate of \$4,500 (\$150 per acre). On December 4, 1994, the Board approved an extension to the lease through December 31, 1995, providing for renewal of the lease by mutual agreement of the parties for additional periods of one year in the event the property was available for such lease renewal. The lease was extended seven times again for periods through October 31, 2004.

The District is seeking the Board's approval to extend the lease agreement with Mr. Iacopi through the period ending October 31, 2006, with an option to extend for one additional two-year term, at the annual rate of \$6,825, with increase each year at the greater of either 5% or the then-current CPI for the Bay Area.

RECOMMENDATION

It is recommended that the Board of Trustees approve an amendment to the lease agreement with Mr. Louis Iacopi for use of approximately 30 acres of District property in Half Moon Bay as described above and extending the term of the lease agreement through October 31, 2006, at the annual rate of \$6,825 with provision for an annual CPI increase.

BOARD REPORT NO. 05-3-105B

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor-Superintendent

PREPARED BY: Rick Bennett, Director of General Services, 358-6752

CONTRACT AWARD FOR OFFICE FURNITURE

In September 2003, the District, in partnership with the Foundation for California Community Colleges (FCCC), granted a multiple award contract for academic furniture. The contract has been working well for end users, architects, designers, and the construction management team. The contract provided the colleges the opportunity to standardize classroom furniture that meets rigorous performance and service specifications. With the success of the academic furniture standardization, the District focused its attention on the up and coming requirements for the CIP program faculty and staff office renovations in the summer of 2005.

On January 24, 2005, the General Services Department, in partnership with the FCCC, released RFP 86498 for office furniture. The District legally advertised the RFP for two consecutive weeks and submitted the RFP to 33 furniture vendors. This RFP used the same principles and rigorous procurement standards established in the academic bid. On February 17, 2005, the General Services department received eleven replies. Seven of those replies came from full service vendors capable of supplying the District with the entire range of office furniture requirements. The remaining four vendors specialize in either seating or ergonomics. The General Services Department plans to award contracts for these specialty applications at a later date.

Most of the vendors scored very highly on the Performance and Service Specifications section. Since all vendors were willing to comply with District specifications, the General Services department focused its analysis on cost comparisons among vendors. The District created two typical office configurations and required each vendor to bid on those configurations using the first tier of their pricing proposal. This methodology allowed the District an "apples-to-apples" price comparison. The chart below lists these bid results:

Vendor	Allsteel	Haworth	Interior Concepts	Kruger International	Rosemont	Steelcase	Teknion
Config 1	\$5,500.00	\$7,607.00	\$8,269.09	\$3,026.40	\$6,348.00	\$4,054.50	\$3,752.00
Config 2	\$11,474.00	\$16,576.00	\$16,881.94	\$6,726.72	\$13,886.00	\$8,170.02	\$7,023.32
Total	\$16,974.00	\$24,183.00	\$25,151.03	\$9,753.12	\$20,234.00	\$12,224.52	\$10,775.32

Based upon the results of a detailed scoring mechanism on the specifications and the cost comparisons of typical office configurations, the District proposes awarding RFP 86498 to Kruger International, Inc. As one of the vendors previously chosen as a provider of academic furniture, Kruger International (KI) has been an effective partner, offering the District quality, durable products. The District expects this partnership to continue with this office furniture contract.

To expand purchasing power and capability, the District partnered with the Foundation for California Community Colleges (FCCC) to fully develop and finalize the RFP. As a system, California Community Colleges is able to maximize economic strength in the purchase of furniture by pooling dollars when negotiating with prospective vendors. The pooling mechanism is a public, competitive bid process completed by a Lead Public Agency (in this case, the San Mateo County Community College District) and subsequently "piggybacked" upon by other colleges and districts pursuant to Public Contract Code §20652. Thus, the selected vendor is responding to system-wide needs. There are no guaranteed

purchases required of the Lead Public Agency or any other participating college and district. Further, colleges and districts remain free to purchase furniture using their own standard process or any other process.

The coalition with the FCCC resulted in deeper discounts and compliance on the aggressive service and performance specifications. For example, the District requested and obtained, as inclusive in pricing, items that commonly carry extra charges such as the following:

- specification development;
- space planning and installation drawing services;
- shipping and delivery;
- installation; and
- coordination assistance for disposal of old furniture.

Finally, recognizing that the economic situation for many students is worsening with the current State budget difficulties, the District negotiated scholarship funding based on furniture purchases. For every \$100,000 of furniture purchased for each College, KI will award a \$1,000 scholarship to be administered through the San Mateo County Community Colleges Foundation. In addition, the District, in its role as Lead Public Agency for the RFP, will receive a 2% rebate that the FCCC would receive as part of the purchasing contract. This District uses this revenue to help support furniture consulting efforts at all three colleges.

In summary, the District and the FCCC have identified, through a public bid process, KI as qualified to provide office furniture to the District (as the Lead Public Agency) and other public agencies (as piggybacks), pursuant to Public Contract Code. As part of the CIP program, the District anticipates spending approximately \$1.5 million on office furniture directly against the contract resulting from this RFP. Funding for these expenditures will come from General Obligation bond funds as well as the general fund.

RECOMMENDATION

The District recommends that the Board of Trustees award the administrative office furniture contract to Kruger International in an amount not to exceed \$1.5 million for the 5-year period beginning April 1, 2005 through March 31, 2010. Additionally, the District recommends that the Board authorize development of an Administrative Agreement with the Foundation for California Community Colleges to establish the District as a Lead Public Agency for purchase of office furniture.



Cañada College

Executive Report March 16, 2005

Third Annual Pre-Med Conference Scheduled for April 2 – Doctors and medical students will be on hand to answer questions from community college students interested in the medical field as part of Cañada College's third annual Premedical Conference on Saturday, April 2. Student participants can learn about health related fields such as nursing, dentistry, and pharmacy, learn about educational requirements and the application process, and hear directly from medical students and doctors. The conference is free and open to everyone.

Spring Play, *Soldado Razo*, Set for March 31 through April 10 – The Cañada College Theatre Arts Department presents *Soldado Razo*, a play by Luis Valdez, March 31 through April 10 in the Flexible Theatre. The play depicts a young Latino spending time with his family the night before he is to ship off to the Vietnam War. The play is performed in Spanish. In addition students will read poetry of war as written by soldiers and their families. Performances will be held Thursdays, Fridays, and Saturdays at 7:30 p.m. and Sundays at 2 p.m. Admission is \$10, \$9 for staff and seniors, and \$5 for all students.

Cañada Student Earns \$19,000 Presidential Scholarship at NDNU – Leah Cowan, Treasurer of Associated Students of Cañada, Pre-Med Club President, and SMCCCD Bond Oversight Student Representative, has received the Presidential Scholarship, worth approximately \$19,000, at Notre Dame de Namur University. Cowan will intern with the University's President, Vice-President, or a Dean. Cowan is going to pursue a career in Oncology.

Oakland Journalist, Activist, Barbara Becnel Speaks to Large Crowd – A large crowd greeted Barbara Becnel, a friend and advocate of San Quentin death row inmate Stan "Tookie" Williams, when she presented her lecture, "What's Wrong With the Death Penalty: The Stan 'Tookie' Williams Case," on March 9. The crowd included students from Redwood City's alternative high school in addition to a large number of Cañada students. Becnel discussed the recent ruling by the 9th Circuit Court of Appeals denying Williams a new hearing, despite the objection of nine of the court's judges. She answered questions, signed books, and later met with staff, faculty, and students for lunch.

Latina Community College Leaders Gather at Cañada for Annual Conference – Nearly 300 of California's Latina community college leaders including presidents, chancellors, students, staff, and faculty gathered at Cañada March 11-12 for the annual Latina Leadership Network of the California Community Colleges Conference. The conference titled "*Latinas: Our Stories, Our Struggles, Our Successes,*" was held in the College's Main Theater and featured workshops

on career management skills, technology in education, leadership development, Latino/Latina culture, and health and wellness.

Baseball Team Off to a Hot Start – The Colts are off to a 2-1 start in Coast Conference play and 8-5 overall behind clutch hitting and improved pitching. Lead-off hitter Phil Girouard, a former Woodside High School star, has found a home at the top of the lineup while the pitching staff has cut down on walks on wild pitches to spark the hot start.

Professor to Present Paper on Muslim Women – Anniqua Rana, professor of English, will present a paper titled “Unveiling the Myth of the Muslim Woman” at a conference in Italy in April. Rana makes a point of including Muslim women writers in her English 400 class and plans to do the same in her English 100 class. She said the student response sometimes reflects the common notion that all Muslim women are suppressed and veiled so exposing them to Muslim women writers can dispel that myth. The conference, *Diversity in Education in an International Context*, is designed to familiarize U.S. and European educators with each other’s work and to promote cross-Atlantic collaboration on the many pressing issues that confront educators in multi-cultural societies.

Isabel Morelos, Psychology Students, to be Featured in National Magazine – Isabel Morelos, a psychology student who will transfer to UC-Santa Cruz in the fall, will be featured in an upcoming issue of the national magazine *Movin’ On*. The magazine is distributed to high school students who plan to enter college. The story will center on Isabel’s experience at Cañada and how her experience at a community college changed her life.

President Rosa Perez Interviewed for USA Today story on Latinas in Sports – *USA Today* reporter Mary Jo Sylvester interviewed President Rosa Perez for a story on the cultural barriers faced by Latinas who want to participate in athletics. Rosa participated in softball at Stanford University. The story is scheduled for publication March 25.

Happenings at Cañada

March 16 through April 30, 2005

Date	Time	Event
3/17	2:00 P.M.	Colts Baseball/Ohlone College (away)
3/19	12:00 P.M.	Colts Baseball/Cabrillo College (away)
3/29	2:00 P.M.	Colts Baseball/SF City College (away)
3/30	12 – 2 P.M.	<p>“Understanding Changing Values About Love, Sex and Marriage Can Result in a Better Understanding of Same Sex Marriage and Other Cultural Issues” - Stephanie Coontz will lecture on the topic, which will be broadcast by satellite at Cañada in Building 2, Room 10. The lecture is part of the college's Phi Theta Kappa Honors Satellite Series titled, <i>“How Does Popular Culture Impact Your Life?”</i> The lecture is free and open to the public and will be hosted by Paul Stegner, professor of Psychology at Cañada College. It is sponsored by the College's Political Science Department, Early Childhood Education Department, and Phi Theta Kappa.</p>
3/30 & 3/31	12:15 P.M.	The Learning Center presents “Research Techniques Workshop” Learning Center – Bldg. 5, Room 105
3/30 – 4/1		MESA Event - Field Trip: Three Universities in Southern California (UC Santa Barbara, UCLA, USC)
3/31	2:00 P.M.	Colts Baseball/Skyline College (home)
3/31, 4/1, 2, 7, 8, 9 4/3 & 10	7:30 P.M. 2:00 P.M.	<p>“Soldado Razo & Poetry of War” presented by Cañada College Theatre Arts Department and directed by Linda Hoy Flexible Theatre Tickets available at the box office or in advance by calling (650) 306-3396 - \$10 general admission/\$9 Staff & Seniors/\$5 Students</p>
4/2	8:30 A.M. - 3:30 P.M. 12:00 P.M.	<p>Pre-Med Conference sponsored by the Pre-med Club Building 2, Room 10 Colts Baseball/San Jose City College (home)</p>
4/5	2:00 P.M.	Colts Baseball/Monterey College (home)
4/5 & 6	9 A.M. - 2 P.M.	<p>Blood Drive Mobil Van located in front of Bldg 3</p>

4/6	9 A.M. - 2 P.M.	Health Fair – "Lifelone Wellness 2005"
	9 A.M. - 2 P.M.	Student Center (Cafeteria)
	2 - 5:30 P.M.	Ethnic Specific Bone Marrow Drive Mobil Van located in front of Bldg 3 MESA Field Trip to NASA/Ames
4/6 & 7	12:15 P.M.	The Learning Center presents "How to Make an Oral Presentation" Workshop, Bldg 5, Room 105
4/7	2:00 P.M.	Colts Baseball/Mission College (away)
4/8 – 10		MESA Leadership Conference, Santa Cruz
4/9	12:00 P.M.	Colts Baseball/Cabrillo College (home)
4/11 to 4/15		Spring Fling – Club Days, Live Music, & Luau sponsored by ASCC
4/12	2:00 P.M.	Colts Baseball/Gavilan College (away)
4/13 & 14	12:15 P.M.	The Learning Center presents "Quoting, Paraphrasing, and Avoiding Plagiarism" Workshop Building 5, Room 105
4/14	2:00 P.M.	Colts Baseball/DeAnza College (home)
4/15	8:30 A.M.-12:30 P.M.	KinderCaminata
4/16	12:00 P.M.	Colts Baseball/College of San Mateo (away)
4/19	2:00 P.M.	Colts Baseball/Hartnell College (home)
4/21	2:00 P.M.	Colts Baseball/Chabot College (home)
4/23	12:00 P.M.	Colts Baseball/Cabrillo College (away)
4/26	2:00 P.M.	Colts Baseball/College of San Mateo (home)
4/28	2:00 P.M.	Colts Baseball/DeAnza College (away)
4/30	12:00 P.M.	Colts Baseball/Skyline College (away)



COLLEGE^{of}
SAN MATEO

Office of the President

Executive Report

to Board of Trustees

MARCH 16, 2005

CSM PROMOTES HEALTH AND WELLNESS

Earlier this week, the CSM Health Center conducted its annual Health Fair that brought together more than 30 community agencies and health providers. The event offered a number of health assessments for blood pressure, cholesterol, glucose, eye exams, body fat analysis as well as specific information on a wide variety of health issues. CSM nursing students conducted vital signs and health risk assessments while dental assisting students provided information on oral hygiene. The fair was planned and coordinated by **Sharon Bartels, RN**, and **Gloria D'Ambra**, both from the CSM Health Center.

PRESIDENT'S LECTURE SERIES CONTINUES

On Wednesday, April 6, Tobias Wolff, Stanford University professor and author will be the featured speaker for the President's Lecture Series: Diverse Voices in Writing. Professor Wolff is the author of *Old School*, a novel for which he won the John Gardner Memorial Book Award, the Northern California Book Award for the Novel and the Commonwealth Club's Silver Medal for Fiction. He is also the author of two memoirs: *The Boy's Life* and *In Pharaoh's Army: Memories of the Lost War*. The lecture begins at 11:10 am in the Theatre and will be followed at 12pm by a book signing and reception in 1-115. The lecture series is made possible by a generous grant from the Lane Family Charitable Trust.

CSM LIBRARY SPONSORS WRITING WORKSHOP

As part of national Library Week, CSM's Library serves as the Bay Area host of "Put It in Writing," a workshop that is sponsored by *Women's Day Magazine* and the American Library Association; it will take place on Tuesday, April 12, from 6-8pm. The workshop is designed for people who are interested in writing magazine articles. It will be led by a San Francisco-based freelance writer and will be held in the Choral Room. The event is open to the public.

CSM STUDENTS SHINE IN MEDIA ARTS COMPETITION

Four CSM students have been named as recipients of the statewide Media Arts Awards Competition, sponsored by the Multimedia & Entertainment Initiative of the California Community Colleges. The winners are **Masako Sakamoto**, category winner and **Michel Echeverria**, merit award winner, both for Graphic Design-Cover Design; **Domuel Bacani**, merit award recipient for Website Design; and **Michael Tello**, merit award recipient for Interactive Multimedia. There were nearly 700 entries in the competition and more than 50 faculty and industry professionals judging the entries. The students will receive their awards at a presentation at Macromedia in San Francisco on March 17. They are enrolled in classes taught by multimedia faculty members **Claudia Steenberg** and **Diana Bennett**.

NOTABLE ACHIEVEMENT FOR CSM GRAD

CSM graduate and former Bulldog football player **Keala Keannaaina** was recently featured in the *Independent Newspaper* as one of two first-hired Polynesian officers at the San Mateo Police Department. While at CSM, Keala was named to the All-Golden Gate Conference team; he was awarded an athletic scholarship to UC Berkeley where he was a starting full-back and tight end for two years. He played several seasons for the San Jose Saber Cats in the Arena Football League. Following his football career, Keala returned to CSM to attend the Regional Police Academy and is now an officer working in our community.

PENINSULA HEALTH CARE DISTRICT INCREASES FUNDING

In February, the Peninsula Health Care District approved an additional \$108,650 in funding for CSM's nursing program. This most recent award, added to the \$224,450 that was approved earlier this year, brings the total financial support provided by the Health Care District to \$333,100 since January 2005.

MASTERWORKS CHORAL SEASON CONTINUES

Last weekend, Masterworks Choral performed *Haydn's Lord Mass* at the Bayside Performing Arts Center in San Mateo and at the Lakeside Presbyterian Church in San Francisco. The concluding performances will feature *Love Songs*, on May 14 at the First Congregational Church in Redwood City and on May 15 at Our Lady of Angels Catholic Church in Burlingame.

ART AND SCIENCE PRESENTATION

On Saturday, April 8, at 7:30 Professor of Astronomy, Mathematics and Physics Mohsen Janatpour will present the lecture, "Art-Science-Society – Heart-Brain-Body," which explores the connection between art and science, and will also feature an exhibit of Janatpour's paintings. The event will be held in the CSM Theatre and is free to the public.

COLLEGE OF SAN MATEO

ASCSM Executive Report To the Board of Trustees

March 16, 2005

ASCSM Sponsor Kick-Off Activities

- To kick off the start of the Spring Semester, the Associated Students hosted **Welcome Week**. This event advertised the College's student services to inform students of what each has to offer.
- We also sponsored an **Information Booth** during the first week of classes. By staffing this booth, we helped students find their way around campus and answered basic questions about CSM.
- To get students acquainted with clubs and activities on campus, we held **Club Day**. Each club had a table located by the reflecting pond so that students could stop for information as they walked across campus.

Students to Establish Mediation Centers

The Associated Students from all three colleges are currently working with the Peninsula Conflict Resolution Center and Notre Dame de Namur University to develop **peer mediation centers** on each campus. The goal is to develop a core group of students, faculty and staff that are trained in mediation skills and that can also train others on campus.

CSM Senators Go to Washington

Next week, 5 ASCSM Senators will travel to Washington D.C. to attend the American Student Association of Community Colleges (**ASACC**) conference and meet with legislative staff to discuss student priorities. Two CSM staff members will accompany the student group.

ASCSM Works on Solutions to Violence

On Saturday, April 16, the Associated Students' Inter Club Council will sponsor an **Anti-Violence Conference**. Workshop speakers will discuss causes of violence and explore solutions for dealing with it.

Students Sponsor Youth Conference

Last weekend, the Associated Students and CSM Connects, the college's volunteer community service program, co-sponsored "**Youth Conference: Making Changes...Building Community in San Mateo.**" The conference was for high school and college students, teachers and youth leaders to learn how to become more active in their communities.

Volunteer and Career Fair Planned for April

~~Another important event that is coming up in April is the Volunteer and Career~~

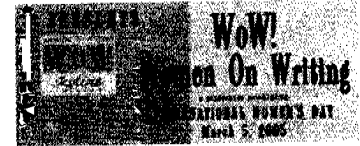
Fair. A group of students from student government is working with CSM's student employment office to host this annual event. We are inviting 50 non-profit and businesses organizations to participate. The goal of the event is to provide information to students and community members about employment and volunteer opportunities.



SKYLINE COLLEGE
EXECUTIVE REPORT FOR THE BOARD OF TRUSTEES
MARCH 16, 2005

APPRECIATION

WOW! Women on Writing conference: The conference was a great success and many Skyline faculty, staff and students contributed to the terrific program and the higher than ever turnout at this year's edition, which had more than 375 guests in attendance. Thanks to all of these WOW! creators, organizers and supporters:



- Associated Students of Skyline College.
- Language Arts Division, with the particular leadership of Marijane Datson, Anita Martinez, Katharine Harer, Kathleen de Azevedo Feinblum, and Kathy Fitzpatrick.
- Social Science and Creative Arts Division, in particular Donna Bestock and Bridget Fischer.
- Skyline's Office of Development, Marketing and Public Information, including Sandy Irber, Jerry Peel, and Roxanne Brewer.
- Skyline librarians, Skyline Bookstore, and Skyline student volunteers coordinated by Roxanne Morgan.
- Chuck Leach and Anyta Archer.
- A Clean Well-Lighted Place for Books, Lina Susbilla of Lena's Flowers & Gifts, and other local merchants.
- Skyline's President's Council, which raises financial support for the President's Innovation Fund. Thanks in particular to Susan Brissendon Smith who assisted with sponsorship support.
- The San Mateo Community College Foundation.

PROGRAM NEWS

Skyline Biotechnology program presents at national conference: The Skyline College Biotechnology program that was developed through the Skyline College/San Mateo County WIB/Genentech partnership was highlighted at the League for Innovation's 2005 conference held at Times Square in New York City. Regina Stanback-Stroud, William Watson, and the state Board of Governor's Career Ladders Project Director, Linda Collins, presented a college program model that uses a Career Ladders approach, and the results of the statewide research project based on the California Community College Board of Governor's Ladders of Opportunity initiative. Skyline College has been very involved with the Career Ladders Project. Victoria P. Morrow and Regina Stanback-Stroud both serve on the advisory board and William Watson served as a policy advisor on the Career Ladders research team. A copy of the Power Point presentation may be found at www.careerladdersproject.org.

Skyline Learning Center Tutorial Coordinator presents at conference: Félix Pérez facilitated a tutor roundtable at the Association of Colleges for Tutoring and Learning Assistance (ACTLA) conference held on February 25th for Region III members. The 31st annual conference, entitled "Academic Synergy," was a virtual conference with various colleges participating, including Skyline College.

Science/Math/Technology faculty judge middle school science fair: Mike Williamson, Dean of Science/Math/Technology, Kim Touneh, adjunct instructor in Biology and Tiffany Reardon, MESA Center Director, judged the Jefferson District Middle School science fair on Saturday, February 12th. They were joined by students from the Skyline chapter of the Society for Hispanic Professional Engineers (SHPE) including Maria Sanchez, Vincent Yurtola, Alvaro Martinez, Nick Langhoff, Juan Alcantar, and Anita Chan.



SKYLINE SHINES

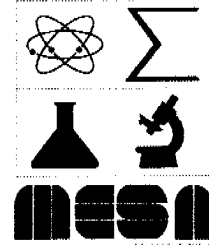
National award for *The Skyline View*: Congratulations to the students who write for *The Skyline View*, along with their advisor, Nancy Kaplan-Biegel, for taking third place in "Best of Show" for two-year college newspapers at the National College Newspaper Convention. This is the first national award for *The Skyline View*.

Excellence in Partnership Award for Skyline's Bio-manufacturing program: On March 2, 2005, the California Community College Association for Occupational Education awarded the prestigious statewide *Excellence in Partnership* Award to Skyline College Bio-manufacturing Training Partnership with Genentech and the San Mateo County Workforce Investment Board (WIB). Skyline President Victoria P. Morrow introduced Skyline College Center for Workforce Development Director, William Watson, who accepted the award. Watson introduced four partners from the San Mateo County WIB joined by Gruber and Pereira Associates, and four partners from Genentech. William Watson acknowledged the outstanding bio-manufacturing faculty Nick Kapp, Mousa Ghanma and Evan Leach and Science/Math/Technology Dean Michael Williamson as well as the contribution of the Center for Workforce Development's Adolfo Leiva. Special gratitude was expressed for the leadership of Regina Stanback-Stroud, Vice President of Instruction. In a speech following the awards ceremony in Sacramento, State Chancellor Mark Drummond for the California Community Colleges further acknowledged the program saying that the "nationally recognized" Skyline program had served as a model for policy making in Sacramento.



Recipients of the Excellence in Partnership Award are from left to right: Bill Allen, Chair, San Mateo County Workforce Investment Board; Paige Lloyd, Senior College Programs Consultant, Genentech; and William Watson, Director, Skyline College Center for Workforce Development

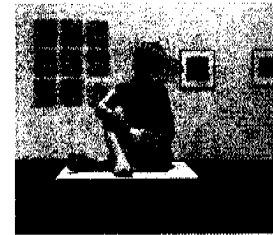
MESA program receives computer science grant: The Skyline College MESA Center, under the direction of Coordinator Tiffany Reardon, was awarded a National Science Foundation Advanced Star summer grant in the amount of \$32,000. The grant provides for a five-week intensive program in Computer Science. Students from around the state will participate and will be housed for the duration of the project at San Francisco State University. The students' primary focus will be to create a major computer science project and meet with industry representatives. Skyline Computer Science instructor, Ravi Luthra, will be coordinating the projects and will be assisted by Skyline student Uthman Aptira.



CalWORKS Student receives award: Skyline College student Kimberly Schwarze was honored as a "hero" by the Peninsula YMCA at its March 4, 2005 annual awards breakfast held at the Crown Plaza Hotel in Foster City. The services provided by the YMCA had a tremendous impact on Kimberly's life and helped her succeed as a single parent and full-time student.

SPECIAL EVENTS

Art Exhibit by Skyline women faculty March 5-31: To coordinate with Women's History Month and the WOW! conference, the Gallery Theatre is presenting an exhibition of the artwork of its women art faculty. This faculty exhibit gives the entire college and the community an opportunity to see the work of some of the college's working artists. An assortment of media are being displayed including works of ceramic sculpture, mixed media sculpture, oil painting, photography, and printmaking. Art faculty exhibitors are Aya Artola (watercolor and design instructor); Bridget Fischer (art history and assorted studio courses instructor, coordinator of the art gallery); Jody Keane (design, painting, and drawing instructor); Barbara Klutinis (film instructor); Ellen Lowenstein (sculpture, art history, and drawing instructor); and Ann Curran Turner (figure drawing instructor). The gallery will be closed during spring break.



Sculpture by Jody Keane



Oil painting by Aya Artola



DISTRICT ACADEMIC SENATE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

March 16, 2005

To: The Board of Trustees, SMCCCD
Ron Galatolo, Chancellor, SMCCCD

From: Connie Beringer, District Academic Senate President

Subject: Report to Board on Behalf of District Faculty

The District Academic Senate represents the college faculties in making recommendations to the administration of the district and to the governing board of the district with respect to the formation of district policy in academic and professional matters.

- All District colleges are sending faculty reps to the Area B meeting in preparation for the Spring Plenary Session to be held April 7—9 at the Millbrae Westin Hotel. Among other issues that will be voted on at the Plenary are the changes in degree requirements in math and English
- The District Curriculum Committee is considering two major issues: Student Learning Outcomes and Distance Learning
- The District Senate wishes to commend the District Budget Committee, chaired by Kathy Blackwood, for their open communication and dissemination of information to the local colleges. A special thanks to Kathy Blackwood for her informational visits to each of the colleges.
- The two nominees for DAS president, 2005—2006, are CSM AS President Tom Diskin and Skyline College AS President Nick Kapp. The results of the election will be announced at the DASGC meeting on Monday, May 9.

Full agendas and approved minutes can be accessed through the District Academic Senate website from the District Portal page.

Our next meeting is on Monday, April 11, 2—4 p.m., in the District Office, Room 213.

COLLEGE of SAN MATEO

1700 West Hillsdale Boulevard • San Mateo, CA 94402
(650) 574-6161

CALENDAR OF EVENTS For the SMCCCD Board Meeting of March 16, 2005

Day / Date	<u>Event</u>	Location /Time
Wednesdays	Farmers' Market	Lot 16 10 a.m. – 2 p.m.
Saturdays	Farmers' Market	Lot 1 9 a.m. – 1 p.m.
Thursday March 17	Men's Baseball West Valley College vs. CSM	CSM 2 p.m.
Saturday March 19	Men's Baseball Chabot College vs. CSM	CSM 12 p.m.
Thursday March 24	Women's Softball Hartnell College vs. CSM	CSM 3 p.m.
Wednesday March 30	Campus conversation on Diversity "Stamp Out Stigma" CSM's Diversity in Action Group will sponsor a campus conversation on diversity. Event is an "opportunity to hear and dialogue with panelists who will share their personal experiences of living and recovering from mental illness. Hear how stigma has hurt them and how they have work to change faulty perceptions of others."	Bldg 1 Room 115 10:30 a.m. – 12 p.m.
Saturday April 2	Men's Baseball Hartnell College vs. CSM	CSM 2 p.m.
Saturday April 2	Women's Softball Gavilan College vs. CSM	CSM 3 p.m.
Tuesday April 5	Women's Softball West Valley College vs. CSM	CSM 3 p.m.

- Wednesday
April 6
- President's Lecture Series:
"Diverse Voice in Writing"** Theatre
11:10 a.m. – 12 p.m.
- Tobias Wolff, the author of "This Boy's Life" and the recently published "Old School". After the lecture, an author's reception and a book signing will take place in Bldg 1, Room 115. *This series is made possible by a generous grant from the Lane Family Charitable Trust.*
- Thursday
April 7
- Men's Baseball** CSM
City College of San Francisco vs. CSM 2 p.m.
- Friday
April 8
- Art-Science-Society – Heart-Brain-Body (Symvisio VI) Lecture** Theatre
7:30 p.m.
- CSM's math, astronomy and physics professor Mohsen Janatpour will expound on the relationship between art and science and briefly discuss some of the roles they play in our society. He will also exhibit some of his artwork, including "Symvisio VI", a collection designed to be viewed as a whole for a special effect. For more info call 574.6272.
- Tuesday
April 12
- Women's Softball** CSM
City College of San Francisco vs. CSM 3 p.m.
- Tuesday
April 12
- "Put it in Writing"** Library
6 p.m. – 8 p.m.
- CSM's Library hosts Bay Area 2005 "Put in Writing" workshops collaborated between Women's Day Magazine and the American Library Association. The program is designated to teach interested parties how to write for and get published in magazines. Workshop will be led by Maureen Kennedy, a San Francisco based freelance writer. For more info about the program visit collegeofsanmateo.edu/library or call 574.6524.
- Tue, Wed, Thu,
April 12 – 14
- World Language Days
"2005 Year of Languages"** Campus Wide
Various Times
- This is celebration of languages and cultures. It features food, music, dance, readings and Lectures, drawings and prizes and movies. For more info call 574.6357 or visit collegeofsanmateo.edu/yearoflanuguages
- Wednesday
April 13
- Get Linked Career and Volunteer Fair** Bldg 5
The event offers numerous employers the opportunity to recruit for paid, internship and volunteer positions. 9 a.m. – 1 p.m.
- For more info call 574.6538 or visit collegeofsanmateo.edu/studentjobs

Thursday April 14	Man's Baseball Mission College vs. CSM	CSM 2 p.m.
Friday April 15	Swim Team Cabrillo College vs. CSM	CSM 2:30 p.m.
Saturday April 16	Astronomy Day Event collaborated between the San Mateo Astronomical Society and CSM and is being held in conjunction with National Astronomy Day. Activities include solar flare and sunspot viewing, demonstrations of the vast distances of space and planetarium. Event will feature a keynote speaker and stargazing through telescopes. For more info cal 574.6272 or visit collegeofsanmateo.edu/astronomy	Planetarium afternoon & evening
Saturday April 16	Man's Baseball Canada College vs. CSM	CSM 12 p.m.
Thursday April 21	Man's Baseball Cabrillo College vs. CSM	CSM 2 p.m.
Friday April 22	Swim Team Ohlone College vs. CSM	CSM 2:30 p.m.
Thursday April 26	Women's Softball Foothill College vs. CSM	CSM 3 p.m.