

AGENDA
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
March 24, 2010, 6:00 p.m.
District Office Board Room
3401 CSM Drive, San Mateo, CA 94402

NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board welcomes public discussion.

- *The public's comments on agenda items will be taken at the time the item is discussed by the Board.*
- *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 should 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.*
- *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) 358-6753.*
- *Regular Board meetings are tape recorded; tapes are kept for one month.*

Government Code §54957.5 states that public records relating to any item on the open session agenda for a regular board meeting should be made available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to the members of the Board. The Board has designated the Chancellor's Office at 3401 CSM Drive for the purpose of making those public records available for later inspection; members of the public should call 650-358-6753 to arrange a time for such inspection.

6:00 p.m. ROLL CALL

Pledge of Allegiance

DISCUSSION OF THE ORDER OF THE AGENDA

MINUTES

10-3-2 [Minutes of the Study Session of March 10, 2010](#)

STATEMENTS FROM EXECUTIVES AND STUDENT REPRESENTATIVES

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

NEW BUSINESS

10-3-3A [Approval of Personnel Actions: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel](#)

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.

10-3-1CA [Approval of Community Education Basketball League, Spring and Summer 2010](#)

Other Recommendations

- 10-3-1B [Vote to Elect Members to the California Community College Trustees \(CCCT\) Board](#)
- 10-3-102B [Adoption of Resolution No. 10-5 in Support of the Local Control of Local Classrooms Funding Act](#)
- 10-3-103B [Approval of Proposed Names for Skyline College Quads and Pathways](#)
- 10-3-104B [Adoption of Resolution No. 10-6 Authorizing Issuance of Tax and Revenue Anticipation Notes](#)
- 10-3-105B [Adoption of Resolution No. 10-7 Authorizing Interfund Transfer for 2009-10 from Capital Outlay Fund to General Unrestricted Fund](#)
- 10-3-106B [Approval to Transfer Funds Between Specified Categorical Funds](#)
- 10-3-107B [Approval of Professional Services Agreement with Credentials Solutions for Parking Permit Management Service](#)
- 10-3-108B [Acceptance of the Grove Foundation Career Technical Education Scholarship](#)
- 10-3-109B [Approval of Extension of the Use of the County of Los Angeles Contract for Districtwide Office Supply Purchases](#)

INFORMATION REPORTS

- 10-3-4C [2010 Contractor Prequalification Update](#)
- 10-3-5C [KCSM Update](#)

STATEMENTS FROM BOARD MEMBERS

COMMUNICATIONS

RECESS TO CLOSED SESSION

1. Closed Session Personnel Items
 - A. Public Employee Discipline, Dismissal, Release
2. Conference with Labor Negotiator
Agency Negotiator: Harry Joel
Employee Organizations: AFT, AFSCME and CSEA

CLOSED SESSION ACTIONS TAKEN

ADJOURNMENT

**Minutes of the Study Session of the Board of Trustees
San Mateo County Community College District
March 10, 2010
San Mateo, CA**

The meeting was called to order at 6:10 p.m.

Board Members Present: President Patricia Miljanich, Vice President-Clerk Dave Mandelkern, Trustees Helen Hausman, Richard Holober (via telephone from Washington, D. C.) and Karen Schwarz, and Student Trustee Virginia Medrano Rosales

Others Present: Chancellor Ron Galatolo, Executive Vice Chancellor Jim Keller, Skyline College President Victoria Morrow, College of San Mateo President Michael Claire, Cañada College President Tom Mohr and District Academic Senate President Patty Dilko

Pledge of Allegiance

DISCUSSION OF THE ORDER OF THE AGENDA

None

MINUTES

It was moved by Trustee Hausman and seconded by Vice President Mandelkern to approve the minutes of the February 24, 2010 meeting of the Board. The motion carried, all members voting "Aye."

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Adolfo Leiva, staff member at Skyline College, announced that there will be a benefit concert for Haiti earthquake relief on March 13 in the Skyline College Theater. The concert will be sponsored by the Skyline College Haiti Now Task Force and will feature Tone 7, led by Skyline faculty member Dr. Tony Jackson, along with other guest artists. Tickets may be purchased in advance or at the door and the Task Force will also accept donations.

NEW BUSINESS

APPROVAL OF PERSONNEL ACTIONS: CHANGES IN ASSIGNMENT, COMPENSATION, PLACEMENT, LEAVES, STAFF ALLOCATIONS AND CLASSIFICATION OF ACADEMIC AND CLASSIFIED PERSONNEL (10-3-1A)

It was moved by Trustee Hausman and seconded by Trustee Schwarz to approve the actions in Board Report No. 10-3-1A. The motion carried, all members voting "Aye."

RE-EMPLOYMENT OF CONTRACT AND REGULAR FACULTY FOR THE 2010-11 ACADEMIC YEAR (10-3-2A)

It was moved by Trustee Schwarz and seconded by Trustee Hausman to approve the actions as detailed in the report. The motion carried, all members voting "Aye."

Other Recommendations

PUBLIC HEARING REGARDING CALLING AN ELECTION FOR A PARCEL TAX; ADOPTION OF RESOLUTION NO. 10-4 ORDERING A SPECIAL ELECTION TO BE HELD ON TUESDAY, JUNE 8, 2010 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE DISTRICT THE QUESTION OF LEVYING A SPECIAL TAX UPON EACH PARCEL IN THE DISTRICT FOR EDUCATIONAL PURPOSES AND ESTABLISHING THE SPECIFICATIONS OF THE ELECTION ORDER (10-3-100B)

President Miljanich declared the public hearing open. She said that Mr. Chris Lynch from bond counsel Jones Hall was present to answer questions.

Vice President Mandelkern noted that there had been previous discussion about phrasing the amount of the parcel tax as \$3.00 per month rather than \$34.00 per year. Chancellor Galatolo said that all parcel tax measures in the County have specified an annual amount and it was deemed advisable to do the same.

John Servatius, a College of San Mateo student and writer for *The San Matean*, asked if the parcel tax initiative might be considered “overkill” because so many other school districts and public agencies on the Peninsula are looking for answers from voters. Chancellor Galatolo said he understands Mr. Servatius’ concern. He said the District has been in a downturn for thirteen years in terms of funding from the State. In the last two years, the State has taken away \$25 million in funding. Chancellor Galatolo said students are being prevented from getting the education they need and deserve; 14,000 students who are on waitlists are being turned away, the number of classes is shrinking at the three Colleges, and summer school offerings are being greatly reduced. The parcel tax measure is one way of trying to address these needs by asking the local community for a small amount of money, which the State could not take away, in order to enable the District to continue to offer quality education.

Mr. Servatius said he spoke with Bryan Godbe of Godbe Research and was told that the survey showed a 69% voter approval for the parcel tax, with a plus or minus 4% margin of error. Mr. Servatius asked “what if Godbe is wrong and the measure fails.” Chancellor Galatolo said the District must try its best to pass the initiative. If it fails, the District will be unable to bring back classes that have been cut and to serve students who are being turned away.

Vice President Mandelkern asked Mr. Servatius what he would have the District do. Mr. Servatius said he is not taking a position but is asking provocative questions. He said he believes it will be difficult for voters to sift through all of the competing needs placed before them.

Trustee Schwarz said that because of the positive survey results, she believes it would be negligent on the part of the Board not to pursue the parcel tax measure. She said the measure will give the community the opportunity to have its say on whether to help the District in its time of need.

Trustee Holober agreed that the District is forced to rely on local support because the State is not providing the support needed for the students in the District. He said it is the District’s duty to try to serve as many students as possible who can benefit from a higher education and career training services.

Vice President Mandelkern clarified that once the campaign begins, no District funds will be expended on the campaign. He asked if there are any further costs to place the measure on the ballot. Chancellor Galatolo said that every time there is an election, the District must pay a percentage for being part of the electoral process. However, in the last two Board elections, the District has saved considerable money because the elections have been uncontested. Vice President Mandelkern asked about the savings achieved by putting the measure on a ballot with other items rather than holding a special election. Chancellor Galatolo said the savings are considerable.

Marshall Loring, a San Mateo resident and member of the Elderly and Disabled Advisory Committee of the Metropolitan Transportation Commission, said he is a strong supporter of education. He said he will campaign for the parcel tax measure on condition that a sunset clause is included. Chancellor Galatolo said the Board has given a great deal of thought to the parcel tax and does not believe there is a need to ask voters for money indefinitely. He said all economic indicators are that effects of a recovery will begin to show in three to four years. Therefore, the Board sees a need to bridge the gap for a few years. Chancellor Galatolo said the parcel tax measure on which the Board will vote tonight is limited to four years.

Hearing no further comment, President Miljanich declared the public hearing closed.

It was moved by Trustee Schwarz and seconded by Vice President Mandelkern to adopt Resolution 10-4. Vice President Mandelkern said the community has been supportive of the District and its programs. He said it is incumbent upon the Board to give the public the choice of whether to continue what the District offers. Trustee Hausman agreed, stating that the Board has studied the financial situation from all angles and does not take lightly asking voters for support.

After this discussion, the motion to adopt Resolution 10-4 carried unanimously, all members voting “Aye.”

APPROVAL OF CONSTRUCTION CONSULTANTS (10-3-101B)

It was moved by Trustee Schwarz and seconded by Trustee Hausman to approve the consultants as detailed in the report. The motion carried, all members voting “Aye.”

INFORMATION REPORTS

INFORMATION ON DATA EXCHANGE AND CONFIDENTIALITY AGREEMENT AMONG SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, THE JOHN W. GARDNER CENTER FOR YOUTH AND THEIR COMMUNITIES OF STANFORD UNIVERSITY AND THE SPHERE INSTITUTE (10-3-1C)

Trustee Holober said the data is instructive and valuable; however, he wants to make sure that records are shared in a way that does not divulge individually identifiable information about students. Vice Chancellor Luan said that throughout the process of forming this agreement, the parties studied various laws and consulted with attorneys to make sure that no information would be shared which would constitute a breach of confidentiality. The agreement also includes terms by which no information will be shared beyond the three parties to the agreement.

President Miljanich said she has been working with this group to look at the performance of foster students as a separate subgroup of students. She said the group’s performance has been impeccable in terms of addressing the protection of student information. President Miljanich said this project will provide a good understanding of student performance and will help in making data-driven decisions about curriculum and programs. She said everyone involved takes the rights of students and concern for confidentiality very seriously.

Trustee Hausman said the project sounds valuable and she is confident that all bases have been covered in terms of confidentiality.

CENSUS REPORT (10-3-2C)

President Miljanich asked if there were any questions; there were none.

UPDATE ON SAN MATEO COUNTY COMMUNITY COLLEGES FOUNDATION (10-3-3C)

Foundation Executive Stephani Scott introduced Carrie Ridge, Director of Development. Ms. Scott said the Foundation, founded in 1966, is an independent 501(c)(3) organization. The Board of Directors has 22 members, including community philanthropists, alumni, retired faculty and two members of the District Board of Trustees. Chancellor Galatolo and the three College Presidents are ex-officio members.

Ms. Scott said the Foundation is responsible for fund development and fund stewardship. Fund development includes identifying and pursuing fundraising strategies and is carried out pursuant to priorities identified by the Chancellor and College Presidents. Fundraising strategies include events, campaigns, alumni outreach, cultivation/fundraising, and the Planned Giving Program. Planned gifts make up most of the major gifts received and the largest percentage of assets.

Fund stewardship includes the establishment, management and renewal of scholarships, as well as management of program funds and endowed funds. Endowed funds are restricted for a specific use.

Investment strategies consider risk tolerances, spending practices and valuation practices. Investments are overseen by the Board of Directors, an Investment Committee and Investment Counsel.

The economy has affected the Foundation. There is a higher demand for need while, at the same time, grantor endowments, investments and donations are down. This means less money for scholarships, programs and operations. The Foundation is responding by:

- streamlining fundraising, including reprioritizing and using more volunteers
- alumni outreach, including reaching out to previous Tuition Assistance Program (TAP) donors
- general outreach, using both the Foundation’s database and social networking technology

- using best practice resources, including the Network of California Community College Foundations and the Foundation for California Community Colleges

Ms. Scott emphasized that plans and actions should always assume fluctuations in the economy. Active endowment management previously focused on preserving principal and spending the remainder; the emphasis has shifted to maintaining intergenerational equity; smoothing for market conditions; and concentrating on competitive positioning.

Vice President Mandelkern asked what the breakdown is of money going to scholarships vs. programs. Ms. Scott said the anticipated payout for this year is \$350,000 for scholarships and \$300,000 for programs. Vice President Mandelkern said there was previous discussion about putting more emphasis on programs by tapping into areas in which donors have interest; this could provide some relief to the general fund. Ms. Scott said this is working well in terms of bringing back and recruiting major donors. Ms. Scott said the Foundation received more than \$200,000 in planned gifts from November through January and she expects another disbursement from an estate. These gifts generally are skewed toward scholarships but, with the emphasis on outreach, the Foundation can plant seeds about what the needs are.

Vice President Mandelkern noted that because of budget cuts, the Colleges lost some staff, e.g. Sandy Irber at Skyline; he asked if the Foundation has been able to pick up some slack by providing a centralized function for the three Colleges. Ms. Scott said the Foundation has picked up the slack and has also offered to increase by 10% its reimbursement to the District for costs that it does not already reimburse.

Trustee Hausman said she has served on the Foundation Board many times. She is pleased to see the innovations and the progress that has been made, particularly when the need is greater than ever. Trustee Hausman asked for clarification regarding why a Chancellor's Circle contributor cannot allocate part of his/her donation to scholarships and part to the general fund. Ms. Scott said Chancellor's Circle donations have traditionally been unrestricted and the Foundation Board, along with the Chancellor and College Presidents, discuss how the money should be divided. Ms. Scott said it is advantageous to be able to tell the community that 70% of every dollar raised through the annual campaign goes to scholarships and the President's Innovation Fund and less than one-third goes to the general fund for operations.

Chancellor Galatolo asked about the progress of the current fundraising campaign. Ms. Scott said Ms. Ridge is doing an amazing job as Director of Development and has brought in many community members. Last year's goal was \$160,000 and \$167,000 was raised. This year's goal is \$175,000 and more than half has been raised.

Trustee Schwarz said she has represented the District Board of Trustees on the Foundation Board for the last two years. She said she feels very connected to the Foundation and commended Ms. Scott for her leadership and Ms. Ridge for her development and fundraising skills.

Regarding donor management fees and donor advised funds, President Miljanich asked if, similar to the Silicon Valley Community Foundation, the Foundation would have donors who advise that their funds go outside the District. Ms. Scott said the Foundation would like donors to endow their funds at the Foundation rather than at another organization.

Vice President Mandelkern thanked Ms. Scott for a good report and said he is encouraged by the progress. He suggested development of a *Jerry Maguire* "Show Me the Money"-type program to be targeted at student athletes from the Colleges who end up as professional athletes and have money to contribute. Vice President Mandelkern said a target database could be built and the tracking of athletes should begin while they are still at the Colleges. Ms. Scott said she liked this idea.

Student Trustee Medrano Rosales thanked the Foundation on behalf of herself and other students who receive scholarships. She said the scholarships relieve pressure and allow students to focus on academics.

RECESS TO CLOSED SESSION

President Miljanich said that during Closed Session, the Board will consider the personnel items listed as 1A and 1B on the printed agenda. The Board will also hold a conference with agency labor negotiator Harry Joel; the employee organizations are AFT and CSEA.

The Board recessed to Closed Session at 7:40 p.m.

The Board reconvened to Open Session at 8:10 p.m.

CLOSED SESSION ACTIONS TAKEN

President Miljanich reported that at the Closed Session just concluded, the Board voted 5-0 to approve the items listed as 1A and 1B on the printed agenda.

ADJOURNMENT

It was moved by Trustee Schwarz and seconded by Vice President Mandelkern to adjourn the meeting. The motion carried, all members voting "Aye." The meeting was adjourned at 8:12 p.m.

Submitted by

Ron Galatolo
Secretary

Approved and entered into the proceedings of the March 24, 2010 meeting.

Dave Mandelkern
Vice President-Clerk

BOARD REPORT 10-3-3A

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

APPROVAL OF PERSONNEL ITEMS

A. REASSIGNMENT

Cañada College

Donald Lariviere Instructional Aide II Instruction/Student Services

Reassigned through the managed hiring process from a part-time Instructional Aide II position (Grade 22) at Skyline College into this full-time 12-month position at the same grade of the Classified Salary Schedule (60), effective March 1, 2010.

Kathy Kerwin Office Assistant II Public Safety

Reassigned through the managed hiring process from an Instructional Aide II position (Grade 22) at Cañada College into this part-time (50%) 12-month position at Grade 18 of the Classified Salary Schedule (60), effective August 1, 2010.

College of San Mateo

Kay Rabb Accounting Technician Business Services

Reassigned through the managed hiring process from an Admissions & Records Assistant II position (Grade 20) at College of San Mateo into this full-time 12-month position at Grade 24 of the Classified Salary Schedule (60), effective March 15, 2010.

Audra Fernandez Office Assistant II Business/Technology

Reassigned through the managed hiring process from an Office Assistant II position (Grade 18) at College of San Mateo into this full-time 11-month position at the same grade of the Classified Salary Schedule (60), effective April 12, 2010.

District Office

Gary Hoss Chief Public Safety Officer Public Safety

Reassigned through the managed hiring process from a part-time Public Safety Officer position at Grade 27 of the Classified Salary Schedule (60) into this part-time (48%) 12-month position at Grade 195S of the Classified Professional/Supervisory Salary Schedule (40), effective March 9, 2010. The change in staff allocation was Board approved on February 10, 2010.

Loretta Davis Staff Assistant Construction Planning Department

Reassigned through the managed hiring process from an Office Assistant II position (Grade 18) at Skyline College into this full-time 12-month position at Grade 21 of the Classified Salary Schedule (60), effective March 10, 2010.

Skyline College

Ira Lau Multimedia Technician Language Arts/Learning Resources

Reassigned through the managed hiring process from a Document Management Specialist position (Grade 22) at the Construction Planning Department into this full-time 12-month position at Grade 24 of the Classified Salary Schedule (60), effective March 8, 2010.

Katie Beverly Reprographics Technician Business Services

Reassigned through the managed hiring process from a TV Program Manager position (Grade 29) at KCSM into this full-time 12-month position at Grade 26 of the Classified Salary Schedule (60), effective March 15, 2010.

Lester Dizon Office Assistant I Business Division

Reassigned through the managed hiring process from a part-time Instructional Aide II position (Grade 22) at Skyline College into this part-time 9.5-month position at Grade 15 of the Classified Salary Schedule (60), effective August 1, 2010.

Christianne Marra Communications Manager College Development, Marketing & Public Relations

Reassigned through the managed hiring process from a Division Assistant position at Grade 24 of the Classified Salary Schedule (60) at Skyline College into this full-time 12-month position at Grade 192S of the Classified Professional/Supervisory Salary Schedule (40), effective July 1, 2010.

B. LEAVE OF ABSENCE

College of San Mateo

Zarghona Khano Office Assistant II Language Arts & Social Science/
Creative Arts

Recommend approval of a medical leave of absence without pay (with benefits) from February 18, 2010 through June 29, 2010.

BOARD REPORT NO. 10-3-1CA

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Lily C. Lau, Director of Community Education, 574-6179

**APPROVAL OF COMMUNITY EDUCATION BASKETBALL LEAGUE,
SPRING AND SUMMER 2010**

The Division of Community Education requests the approval of a men's basketball league to be offered in spring and summer 2010. The men's basketball league will run in partnership with Cañada College's Physical Education Department and "Diepenbrock Basketball School," a vendor specializing in basketball training.

Community Education plans to offer the spring high school league from April 11 through May 23 (except May 9th) on Sunday afternoons for six weeks in the Cañada College gym. The registration fee is \$100 per player and liability forms for each player will be required.

Community Education plans to offer the summer high school league from June 14 through July 26 on Monday evenings and from June 16 through July 28 on Wednesday evenings for seven weeks, respectively, in the Cañada College gym. The players will be registered 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 and player insurance. This program will be self-supporting.

RECOMMENDATION

It is recommended that the Board approve the Community Education Basketball League as detailed in the report.

BOARD REPORT NO. 10-3-1B

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

**VOTE TO ELECT MEMBERS TO THE CALIFORNIA COMMUNITY
COLLEGE TRUSTEES (CCCT) BOARD**

The election of members to the CCCT Board of the Community College League of California will take place between March 10 and April 25. There are seven, three-year vacancies on the Board.

The Board of Trustees of each League member community college district shall have one vote for each of the seven vacancies on the CCCT Board. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve three-year terms.

The ten trustees who have been nominated for election to the CCCT Board are listed on the attached sheet in the Secretary of State's random drawing order. Also attached are biographic sketches and statements of candidacy for each of the ten candidates.

Ballots must be signed and returned to the League office, postmarked no later than April 26.

RECOMMENDATION

It is recommended that the Board vote to elect members to the California Community College Trustees Board.

2010 CCCT ELECTION
CANDIDATES IN RANDOM DRAWING ORDER.

1. *Louise Jaffe, Santa Monica CCD
2. Stephen Castellanos, San Joaquin Delta CCD
3. Nancy Chadwick, Palomar CCD
4. Cy Gulassa, Peralta CCD
5. *Isabel Barreras, State Center CCD
6. *Donald L. Singer, San Bernardino CCD
7. Jerry Hart, Imperial CCD
8. *Walter G. Howald, Coast CCD
9. Bob Hughlett, Cerritos CCD
10. Eva Kinsman, Copper Mountain CCD

* Incumbent

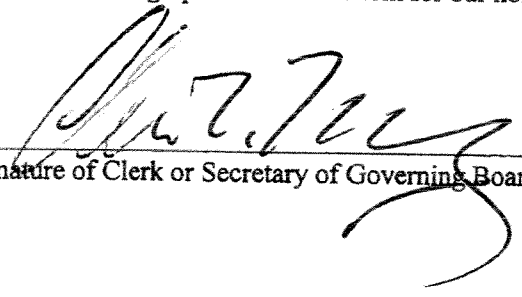
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2010**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Santa Monica Community
College District nominates Louise Jaffe to be a
candidate for the CCCT Board.

This nominee is a member of the Santa Monica Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board

CCCT BOARD
NOMINATION FORM
CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Louise Jaffe DATE: February 5, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

These challenging times define us. CCCT must be a strong voice for preserving access for our students while improving quality. We must listen and learn from each other and seize this opportunity to ensure community colleges are recognized and funded as California's essential link to higher education and skilled jobs.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

An experienced advocate, I am friendly, respectful, deliberative, pragmatic. By continuing to serve as a CCCT Board member, I learn more about each college's concerns. I am committed to being helpful and effective, participating in Sacramento meetings and hearings to look out for and support all our colleges and students.

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

2009 National Legislative Summit, plan to attend the 2010 National Legislative Summit

CIVIC AND COMMUNITY ACTIVITIES

Founder and Leader, Santa Monica Lifelong Learning Community Project

Founding Member and Past Co-Chair, Community for Excellent Public Schools

Past PTA President, Will Rogers Elementary School, Santa Monica High School

Past PTA President, Santa Monica-Malibu Council of PTAs

Member, multiple Parcel Tax and Bond exploration and campaign steering committees

Member, Santa Monica Child Care and Early Education Task Force

Member, Santa Monica College General Advisory Board

Member, Santa Monica College President's Circle

Member, Santa Monica College Associates

Member, Santa Monica League of Women Voters

OTHER

Salzburg Fellow, Salzburg Global Seminar, International Studies Program

Workshop Presenter, 33rd District PTA Leg Conference: *Effective Advocacy*

Writer, monthly Lifelong Learning Community eNewsletter

Writer, monthly guest newspaper columnist for Santa Monica Observer

Writer, grant application for "*Ask Me About Kids*"

Speaker, League of Women Voters Salon: *Women Who Shape Santa Monica*

Keynote Speaker, 2009 Unity Resource Festival

Recipient of five PTA Honorary Service Awards including PTA's highest award, the Golden Oak

Recipient of League of United Latin American Citizens/LULAC Community Unity Award

Recipient of Certificate of Recognition from then Assemblymember Fran Pavley

Recipient of County of Los Angeles Commendation from Supervisor Yvonne Brathwaite Burke

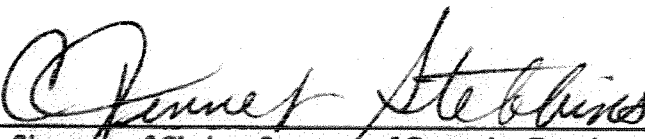
CCCT BOARD NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the SAN JOAQUIN DELTA Community
College District nominates STEPHAN CASTELLANOS to be a
candidate for the CCCT Board.

This nominee is a member of the SAN JOAQUIN DELTA Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.


Signature of Clerk or Secretary of Governing Board



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2010** along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Stephan Castellanos FAIA DATE: February 12, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

The nation and California are mired in economic calamity. The threat to education is clear. What must be recognized is the 30-year decline in support for education. If we are to remain competitive as a society we must strongly advocate for increased investment in education at all levels.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

As a practicing architect, former State Architect and involved citizen I have demonstrated my ability to bring people together, reach consensus and move forward. Politics is the art of the possible and it requires leadership. Schools play a role in building community with facilities and program that I understand.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2010**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: Stephan Castellanos FAIA Date: February 12, 2010

Address: 8115 Highway 26

City: Valley Springs Zip: 95252

Phone: (home)209.786.2630 (office)209.462.2873

E-Mail: stephancastellanos@mac.com

EDUCATION

Certificates/Degrees: Bachelor of Architecture

PROFESSIONAL EXPERIENCE

Present Occupation: Architect

Other: _____

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: San Joaquin Delta College

Years of Service on Local Board: 1

Offices and Committee Memberships Held on Local Board: Board Chair

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc _____)

American Institute of Architects, Board Member, Vice President, President

California State Architect, 2000-2005

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

American Institute of Architects, Board Member, Institute Secretary

Collaborative for High Performance Schools, Board Member

CIVIC AND COMMUNITY ACTIVITIES

Stockton Cultural Heritage Board

OTHER


CCCT BOARD NOMINATION FORM

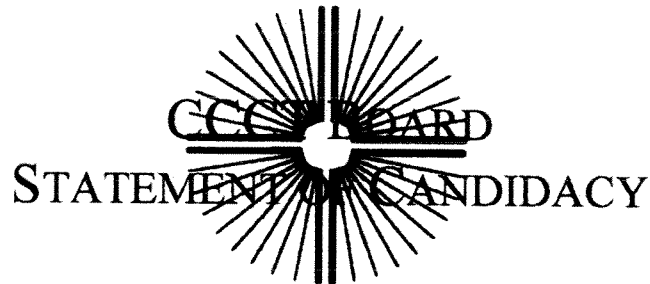
Must be returned to the League office **postmarked no later than February 15, 2010**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the PALOMAR Community
College District nominates NANCY CHADWICK to be a
candidate for the CCCT Board.

This nominee is a member of the PALOMAR Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.


Signature of Clerk or Secretary of Governing Board



Must be returned to the League office **postmarked no later than February 15, 2010** along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: NANCY C. CHADWICK DATE: January 25, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

MAJOR ISSUES:

- **Legislative Agenda for Prop 98 Mandated Funding, Property Tax Backfill Mandate, Budgetary Hold Harmless Provisions, Suspension of 75/25 and 50% Rules, and Career Technical Education & Basic Skills Funding**
- **Transfer Policy and Student Success Measures**
- **Green Campuses and Sustainability Policy**

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

CONTRIBUTIONS:

- **Community College Board of Trustees President**
- **Nearly 30 years in higher education with experience in budget and planning, capital planning, academic management, and adjunct clinical faculty**
- **Retired from the University of California with service on four campuses: UC Los Angeles, UC Riverside, UC Davis Medical Center, and UC San Francisco**

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2010** along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: Nancy C. Chadwick Date: January 25, 2010

Address: 5059 Nighthawk Way

City: Oceanside Zip: 92056

Phone: (760) 945-5365 _____
(home) (office)

E-Mail: nancychadwick@cox.net

EDUCATION

Certificates/Degrees: Bachelor of Arts, University of Kansas; Master of Social Work, Catholic University; Master of Public Administration, California State University, Sacramento

PROFESSIONAL EXPERIENCE

Present Occupation:

Retired from the University of California; 30 years in Higher Education

Other: Public social agencies for ten years in supervision and management

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Palomar Community College District

Years of Service on Local Board: Elected 2002; Re-elected 2004; Re-elected 2008

Offices and Committee Memberships Held on Local Board: _____

• President of the Board 2004-2005, 2008-09

• Secretary to the Board 2003-2004, 2007-08

• Real Estate Committee 2002-2010; Palomar Foundation Board 2000-2002

State Activities (*CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc.*)

CCLC Advisory Committee on Legislation - 2008-2009; 2009-2010

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

President, San Diego - Imperial Counties Community College Association (SDICCCA)

Board Alliance - 2007 and 2008

CIVIC AND COMMUNITY ACTIVITIES

- **Served on Boards of Directors for Public Television and Public Foundations**
- **Chaired City Planning Commission and Redevelopment Design Review Organization**

OTHER

- **Association of Community College Trustees**
- **American Association for Women in Community Colleges**
- **California Women Lead**

CCCT BOARD NOMINATION FORM

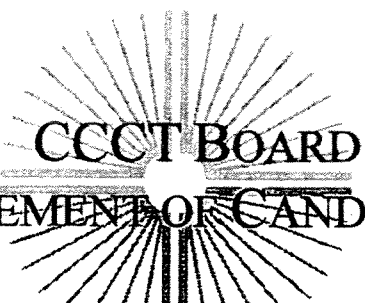
Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Peralta Community
College District nominates Trustee Cy Gulassa to be a
candidate for the CCCT Board.

This nominee is a member of the Peralta Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Roxanne Epstein
Signature of Clerk ~~or Secretary~~ of Governing Board



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2010 along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Cy Gulassa DATE: February 12, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Major issues for CCCT include: work with Master Plan committee to assure universal access, full funding, comprehensive programs and student affordability; promote The California Democracy Act and the Student Aid and Fiscal Responsibility Act (SAFRA); lobby to restore budget and categorical cuts; design workshops on leadership, policy and legal issues.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

As a state leader, seasoned trustee, and consultant with administrators on governance and board relations (California Collegiate Brain Trust), I can add perspective to CCCT deliberations and suggest strategic solutions. I also have experience with Master Plan reviews and chaired the State Task Force that initiated landmark CC reform (AB1725).

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

Personal

Name: Cy Gulassa Date: February 11, 2010

Address: 6145 Harwood Avenue,

City: Oakland Zip: 94618

Phone: (Office) 510 428 9130 (Cell) 510 551 8359

E-Mail: cgulassa@peralta.edu

Education

Certificates/Degrees: BA English, St. Joseph's (IN); MA English, UC Berkeley (40 units various CCs)

Professional Experience

Present Occupation: Peralta CC Trustee; Consultant for the California College Brain Trust.

Other: English Instructor De Anza College, (30 years, ret); President, Faculty Association of Foothill/DeAnza College (15 years); Editor, writer various CC publications.

Community College Activities

College District Where Board Member: Peralta Community College District

Years of Service on Local Board: 6 years

Offices and Committee Memberships Held on Local Board: President; Vice President; Chair of Policy Review Committee; Member of Audit and Finance, and Standards committees; member Peralta Foundation Board of Directors.

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc. The following activities span years 1982-present: President (2 years) and board member (15 years) of Faculty Association of California Community Colleges (FACCC); President (2 years) and Board member (7 years) of California Community College Independents; President of Bay Faculty Association (four years); Member of panel to review the Master Plan for Higher Ed (1987-89); Chair of the State Task Force (AB1725) on Reform of CC Personnel Issues; Member of state Chancellor's Committee on Study Abroad; Member of the State Chancellor's Consultation Committee (3 years); Member California Community College Coalition (2 years); Accreditation Team Member to 4 CCC districts; Published over 100 articles on CC issues; Speaker and presenter on AB1725 personnel and governance reforms at numerous workshops sponsored by

the Chancellor, League, State Academic Senate, FACCC, and individual CC districts; consultant on Shared Governance issues and faculty/trustee relations.

National Activities (ACCT and other organizations, boards, committees, etc.):
Attended ACCT conferences; Member Peralta Committee on Federal Legislative Relations.

Civic and Community Activities

(Span years 1997-2008): Member, Rockridge Community Planning Council (8 years); Chief Editor, *Rockridge News* (10 years); participant in various community projects, including building of new library, new community park, children's play park, and creek restoration.

Other

Faculty Member of the Year, FACCC, 1995
Honored by State Assembly (1986) and Senate (1995) resolutions
Letter of Commendation, President Clinton, 1995
John McFarland Award for Literary Achievement (2006)

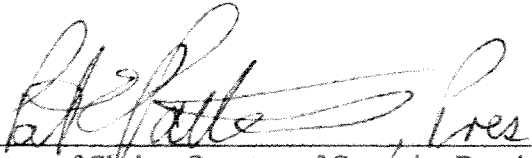
CCCT BOARD NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the State Center Community
College District nominates Isabel Barreras to be a
candidate for the CCCT Board.

This nominee is a member of the State Center Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2010** along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Isabel Barreras DATE: February 3, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Student access and success are going to be major issues as we battle for more funding. We have seen drastic reductions in course offerings throughout the state. We must continue to aggressively advocate our elected leaders with a unified voice at the state and national levels.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

As an active member of the CCCT Board, I have worked hard at forging strong relationships with my colleagues throughout the state. I am a vocal advocate for community colleges and will continue to fight for the funding our students deserve.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2010**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: Isabel Barreras Date: February 3, 2010

Address: 1525 E. Weldon Avenue

City: Fresno, California Zip: 93704

Phone: (home) 559-871-1428 (office) 559-244-5902

E-Mail: trusteebarreras@comcast.net

EDUCATION

Certificates/Degrees: MPA, National University

B.A. Liberal Studies, California State University, Fresno

PROFESSIONAL EXPERIENCE

Present Occupation: Administrative Assistant

Madera Unified School District (22 years)

Other: _____

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: State Center Community College District

Years of Service on Local Board: 7 years

Offices and Committee Memberships Held on Local Board: Offices: President, Vice President, and

Board Clerk. Board Representative Appointments: Fresno County Trustee Association; Madera

County Trustee Association; and Chancellor and Vice Chancellor Search Committees

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc)

CCCT Board of Directors since 2006 _____

CCCT Nomination Selection Committee, September 2004 - May 2005 _____

President, California Association Latino Community College Trustees (CALCCT) _____

National Activities (*ACCT and other organizations, boards, committees, etc.*): _

President, California Association of Latino Community College Trustees (CALCCT)

Director, California Community College Trustees Board

Assistant Teller, ACCT Board of Directors Elections (September 2007 - 2010)

Past Associate Member, ACCT Diversity Committee (2004-2005)

CIVIC AND COMMUNITY ACTIVITIES

Director, Madera 21A District Fair Board - Governor Appointment (July 2003-Present)

Puente Mentor, Fresno City College Puente Mentor Program (2003-Present)

Vice President, Madera Hispanic Chamber of Commerce (2003-2006)

Board Member, Madera Drug and Alcohol Advisory Council (2003-2005)

Volunteer, Big Brothers and Big Sisters Event (May 2004)

OTHER

Graduate, Latino Caucus Institute Leadership Training - by Retired Senator Richard Polanco (March 2005)

CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2010**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the San Bernardino Community
College District nominates Dr. Donald L. Singer to be a
candidate for the CCCT Board.

This nominee is a member of the San Bernardino Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of ~~Chair~~ Secretary of Governing Board
Bruce Baron, Acting Chancellor

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2010** along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Dr. Donald L. Singer DATE: January 15, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Funding is the primary issue. CCCT must continue to be a strong unified voice for adequate funding during this time of a strained economy and increased demand for services.

CCCT must also lead in working for ways to increase student success and diversity. Local governance must be safeguarded.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

As a result of my experience as a chief executive officer and now as a trustee, I have had the opportunity to build relationships with state legislators. I have also had the opportunity to develop governance skills which can be an asset to the League.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2010**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: Dr. Donald L. Singer Date: January 15, 2010

Address: 1519 Lynne Court

City: Redlands Zip: 92373

Phone: (home)909-798-2754

(office)909-382-1429

E-Mail: dlsinger@verizon.net

EDUCATION

Certificates/Degrees: B.A.; M.S. in Education; M.A.; Ph.D. - all from the University of Southern California

PROFESSIONAL EXPERIENCE

Present Occupation: President, American Sports University, San Bernardino, 2005 - Present

Other: President, Crafton Hills College, 1982-90

President, San Bernardino Valley College, 1990-97

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: San Bernardino Community College District

Years of Service on Local Board: 2001 - Present

Offices and Committee Memberships Held on Local Board: Clerk of the Board, 2001-03; Vice President of the Board, 2003-05; President of the Board, 2005-07; Clerk of the Board, 2009 - Present

State Activities (*CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc*) Member, Board of Directors, CCCT, 2004 - Present; Member, California Association of Latino Community College Trustee, 2007 - Present; Member, Nominating Committee, CCCT, 2004-05; Member, California Fiscal Crisis Management Assistance Team, 2005 -

Present (appointed by the State Chancellor)

National Activities (ACCT and other organizations, boards, committees, etc.): Member, Board of Directors, ACCT, 2007 - Present; Member, Public Policy Committee, 2007-09; Member, Joint Commission on Federal Relations, 2007 - Present; Member, Governance Bylaws Committee, 2009 - Present

CIVIC AND COMMUNITY ACTIVITIES

Member, Board of Directors, Southern California Leadership Network, 2003-06; Member, St. Bernardine's Medical Center Foundation, 2000-04; President, United Way of the East Valley, 1992-93; Member, San Geronio Girl Scout Council, 1988-93; Member, Board of Directors, Redlands Community Hospital, 1987-91; Member, Redlands Human Relations Commission, 2009-Present; Member, Redlands Kiwanis Club, 1983-Present; Member, San Bernardino Area Chamber of Commerce, 1991-94

OTHER

Have published articles in the following periodicals: Community College Social Science Quarterly; Community College Journal; Negro History Bulletin; Dictionary of American Negro Biography; Southern California Quarterly; Upton Sinclair Symposium; District Digest

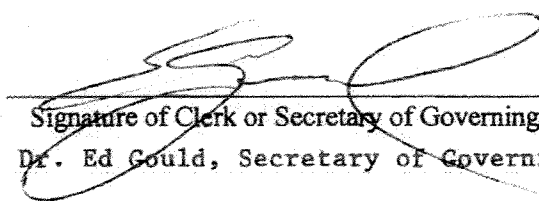
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2010**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Imperial Community
College District nominates Jerry Hart to be a
candidate for the CCCT Board.

This nominee is a member of the Imperial Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board
Dr. Ed Gould, Secretary of Governing Board

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2010** along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Jerry Hart DATE: 2/10/10

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

The most pressing issue for all of us to address is establish a funding mechanism in California that will provide adequate funding to community colleges now and in the future. Second, we must provide career technical coursework to help veterans and unemployed workers be trained for jobs of the future.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I have worked diligently to promote community colleges. I have worked with the league in lobbying efforts and pursuing innovative finance ideas. I have attended league workshops and trainings over the last three years and hope to be personally involved in solving funding issues and providing an equipped workforce.

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

I am scheduled to attend the legislative conference this year and have
lobbied for community college issues since being elected to the Board.

CIVIC AND COMMUNITY ACTIVITIES

IVC Foundation Board, Volunteer for the Red Cross, First Aid Trainer,
Calipatria Lions Club, Little League Coach, Member CSBA and Member ACSA.

OTHER

Since being elected I have worked diligently to find answers to the critical
issues facing colleges today. I have looked at the issues of partnerships
in meeting our funding needs, looked at local parcel taxes as a temporary
fix for meetng local needs, and lobbied for continuation of Cal Grants
since I represent the poorest and most unemployed county in California.

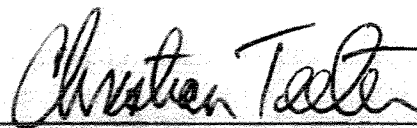
CCCT BOARD NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Coast Community
College District nominates Walter G. Howald to be a
candidate for the CCCT Board.

This nominee is a member of the Coast Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board



CCC BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: WALTER G. HOWALD DATE: February 5, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Stable funding is my top priority. Californians recognize the important role our colleges play in California's economic recovery. We must capitalize on this recognition by (1) ensuring access (2) protect workforce training, (3) offer the highest quality transfer courses, and (4) pursue new additional funding.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

As an attorney and community leader, I've learned this lesson: To win, you must take action. The Governor and President Obama voiced support for our mission; we must use this support, build a broader political consensus, and in the future position our colleges to benefit during better economic times.



CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: Walter G. Howald Date: February 5, 2010
 Address: Post Office Box 622 Zip: 92625
 Phone: (949) 244-6094 (714) 438-4848
(home) (office)
 E-Mail: wgh@ccd.edu

EDUCATION

Certificates/Degrees: Juris Doctor, UCLA School of Law
Bachelor of Arts, Economics and English, UCLA
Numerous Estate Planning and Taxation Seminars

PROFESSIONAL EXPERIENCE

Present Occupation: President, Walter G. Howald, Inc., (a professional law corporation, 1975-Present); Consultant, community college foundation leadership
 Other: Intermittent Superior Court Pro-Tem Judge; Arbitrator, Directorships for client/corporations

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Coast Community College District
 Years of Service on Local Board: 24 Years
 Offices and Committee Memberships Held on Local Board: President (eight years); Vice President (eight years); Chair, Committee on Land Development; Chair, CTE Committee; Nominating Committee for the Orange County Committee on School Board Organizations (two years); Orange County Legislative Task Force on Community Colleges (two years); Community College Director, Orange County School Boards Assc.
 State Activities *(CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc)* Member and First Vice President, CCCT Board of Directors, Past Member of the Board of Directors of the Community College Leadership Development Initiative (CCLDI); Trustee member, Statewide Strategic Plan Oversight Committee; presenter at several league and CCCT conferences; Served on CCLC Commission on Legislation and Finance; Served on Advisory Committee on Education Services (ACES); Director, Network for California Community College Foundation.

National Activities (*ACCT and other organizations, boards, committees, etc.*): ACCT National

Conference; Lawyers in Education Committee; Orange County Legislative Task Force; Federal

Legislation, Washington, D.C.; Member, Board of Directors, ACCT; ACCT Diversity Committee
Chair

CIVIC AND COMMUNITY ACTIVITIES

Trustee, City Library, City of Newport Beach; Chair, Library Funding Task Force;

Director, Boys and Girls Club Foundation; Director, Friends of Newport Coast; Member,

Newport Harbor Chamber of Commerce

OTHER

Practicing Attorney; Newport Beach, CA; Father of two children who matriculated through

California schools; both attaining Bachelors, Masters, and J.D. Degrees

CCCT BOARD NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

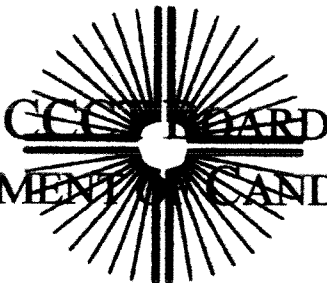
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Cerritos Community
College District nominates Dr. Bob Hughlett to be a
candidate for the CCCT Board.

This nominee is a member of the Cerritos Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board



STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Bob Hughlett, Ed.D. DATE: February 1, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Beyond overwhelming financial issues, there must be a combined effort to protect our community college system's "open door" policies and to expand financial aid opportunities, allowing any person to pursue a college education. I also support working collaboratively throughout the education system and with our legislators to ensure student success.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

As a former K-12 school board member, city councilman and mayor, I know how crucial it is that we partner with state and local officials. I bring to the CCCT board the experience and personal connections with educators and political leaders that are necessary to enable true reform in education.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2010** along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: Dr. Bob Hughlett Date: February 1, 2010

Address: 10724 Leal Avenue

City: Cerritos Zip: 90703

Phone: (562) 926-5003 (562) 860-2451 ext. 2204
(home) (office)

E-Mail: hughlett@cerritos.edu

EDUCATION

Certificates/Degrees: Ed.D. (Post Secondary Administration), Nova University, Fort Lauderdale,

Florida; March, 1983; M.A. (Education, minor in Special Education), California State University, Los

Angeles, California; September, 1969; B.A. (English), Saint Mary's College, Moraga, California;

May, 1968

PROFESSIONAL EXPERIENCE

Present Occupation: Retired in 2005 as director, Disabled Student Programs and Services, Cerritos College after a 30-year career spent dedicated to students with disabilities. From 1980-2005, was responsible for the management of four on-campus and one off-campus programs for approximately 1,000 students with disabilities (Resource Center for Disabled Students, Speech, Language and Hearing Center, High Tech Micro-Computer Center, Instructional Support Center and Satellite Campus at Rancho Los Amigos Medical Center in Downey). Served as professor, Disabled Student Program, Cerritos College, 1973-1980 and was responsible for the provision of specialized services and instruction to students with disabilities. During that period conducted over 45 credit classes and developed an array of 67 supportive services. Worked as a resource specialist, Downey Unified School District, 1969-1973, in a federally funded, multi-disciplinary program at Rancho Los Amigos Hospital in Downey. Responsible for diagnosis and prescriptive planning for 50 multi-handicapped children yearly.

Other: Dr. Hughlett currently serves as immediate past president of the California Association for Postsecondary Education and Disability (CAPED). He was elected to the Board of Trustees at Cerritos College in 2005 and reelected in 2009 as a board member. Dr. Hughlett served as acting vice president of Cerritos College Student Services on two occasions and served as faculty advisor to student organization Disabled Students of Cerritos College and was recognized by Associated Students of Cerritos College as Club Advisor of the Year six times since 1974.

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Cerritos Community College District

Years of Service on Local Board: Four+

Offices and Committee Memberships Held on Local Board: Currently serve as board president and as board liaison to Cerritos College accreditation process and member of board personnel committee.

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc) Served as regional facilitator representing programs for the disabled at 13 local community colleges for the California Community Colleges Chancellor's Office in Sacramento, 1984-87 and 1992-1995. Served as regional facilitator statewide chairman, 1994-95. Also served as a conference presenter at annual meetings of California Post Secondary Educators of the Disabled and Chancellor's Office yearly conference (nine presentations since 1982) and the CCLC Conference in 2009.

National Activities (ACCT and other organizations, boards, committees, etc.): Served on WASC accreditation team for Gavilan College.

CIVIC AND COMMUNITY ACTIVITIES

ABC Unified School District Board of Education. First elected in 1987, re-elected 1991. Served as clerk, vice president and president (1990). Representative to California Association of Large Suburban School Districts and Los Angeles County School Trustee Association.

South East Regional Occupation Board of Education. First appointed in 1987. Served as Vice President and President (1990).

Cerritos City Council. Elected to first of two terms on the Cerritos City Council in 1997. Served two terms as mayor (2000, 2004). During tenure on Council served as chairman of Council's Finance and Personnel Committees, Council liaison to ABC Unified School District and Cerritos Chamber of Commerce, among others. City delegate to California Contract Cities Association, League of California Cities, Self-Insurance Authority for Effective Risk Management (SAFER) and Southeast Water Coalition. Director for Sanitation Districts 2, 3, 18 & 19/Waste Management, Southeast Water Board, Council of Governments and Orange Line Development Authority.

Appointed by Los Angeles County Supervisor Don Knabe to Personal Assistance Services Council overseeing development of in-home supportive services for 80,000 residents of L.A. County.

Governing Board Member of Community Family Guidance Association

Governing Board Member of Los Cerritos YMCA.

Governing Board Member of Su Casa Family Support and Crisis Center

Recipient of PTA Lifetime Achievement Award from Gahr High School (1988). PTA member 1979-1995.

Recipient of Association of California College Administrators Community College Administrator of the Year Award in 2002.

Member of School Site Council at Stowers Elementary School (Chair 1984-87)

Coach of 11 youth sports teams from 1981 through 1989; City of Cerritos Volunteer Appreciation Award, 1989.

Volunteer of the Year for Cerritos College Foundation from City of Cerritos (1991).

Founding member of Education Subcommittee of Friends of Cerritos Center for the Performing Arts

Lifetime Member, Friends of the Cerritos Library

Associate Member, Cerritos Chamber of Commerce, since 1986.

Cerritos Optimist Club member since 1976 (director, treasurer, vice president, president (1985-86); Man of the Year in 1978 and 1997.

Three-time recipient of Certificate of Recognition for fundraising from the Los Cerritos YMCA since 1991.

Recognized by American Red Cross for activities during Cerritos air disaster, 1986

Founding vice chairman, Los Cerritos Chapter of American Heart Association, 1991; Chairman, 1995-96

OTHER

CCCT BOARD NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

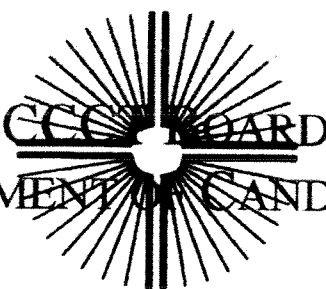
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Copper Mountain Community
College District nominates Eva Kinsman to be a
candidate for the CCCT Board.

This nominee is a member of the Copper Mountain Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board



CCC BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Eva Kinsman DATE: February 1, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

CCCT and the League should reject any proposed budget cuts and continue the efforts with the legislature toward an independent funding calculation not based on K-12 enrollment. We must actively promote the institutionalization of Basic Skills as a foundation for student success at all colleges. Local governance must be safeguarded.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Contributions

I can work independently or in a group to get "the message" out to legislators and the community. Community support through the voting process will be the key to qualifying and passing the funding initiative.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: Eva Kinsman Date: February 15, 2010

Address: 74070 Playa Vista Drive

City: 29 Palms, CA Zip: 92277

Phone: 760-367-1963 760-220-4344
(home) (office)

E-Mail: evakinsman@gmail.com

EDUCATION

Certificates/Degrees: BS ED, MA ED

PROFESSIONAL EXPERIENCE

Present Occupation: Board of Trustees, Copper Mountain Community College

District (Retired Educator) _____

Other: K-12 teacher, Elementary Principal, High School Principal, University Instructor,

WASC Accreditor 26 years, Clinical Supervisor of Student Teachers, Western Governor's University

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Copper Mountain

Years of Service on Local Board: 8

Offices and Committee Memberships Held on Local Board: President, Vice President, Clerk,

Foundation liaison

State Activities (CCCT and other organizations boards, committees, workshop presenter;
Chancellor's Committees, etc) _____

ACES committee member, facilitator, new trustee workshop _____

National Activities (*ACCT and other organizations, boards, committees, etc.*): none

CIVIC AND COMMUNITY ACTIVITIES

Past Board of Directors, Action Council for 29 Palms, Inc., member, 29 Palms
Historical Society, past Vice-President of Kiwanis, member of Sky's the Limit,
Past Member of Copper Mountain College Foundation, CALPAMs public art group
Member Finance Council, Church

OTHER

Grant Writer for local community park and other non-profits

RESOLUTION NO. 10-5

**BY THE GOVERNING BOARD OF THE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
STATE OF CALIFORNIA**

**RESOLUTION IN SUPPORT OF THE
LOCAL CONTROL OF LOCAL CLASSROOMS FUNDING ACT**

WHEREAS, Californians for Improved School Funding, an organization of concerned educators and citizens, is seeking signatures to qualify a statewide initiative, the Local Control of Local Classrooms Funding Act (the “Act”), for the November, 2010 ballot; and

WHEREAS, the Act would amend the California Constitution so that parcel tax measures for local school districts can be approved by 55 percent of the qualified electors; and

WHEREAS, such measures currently require a two-thirds supermajority margin for approval; and

WHEREAS, previous attempts to lower the threshold for voter approval via legislative means have not proven successful; and

WHEREAS, reductions in the state General Fund revenue have led to significantly reduced school funding; and

WHEREAS, state General Fund revenue is unstable and erratic, which results in unpredictable funding levels for school districts and county offices of education; and

WHEREAS, local parcel tax revenue can provide a stable, predictable source of school revenue; and

WHEREAS, approval of the Act will empower local voters to invest in their schools based on the needs of their communities by requiring a tough, but fair, 55 percent vote to pass local parcel taxes, while protecting taxpayers and homeowners with accountability provisions that will ensure that funds generated from parcel taxes are not wasted or mismanaged; and

WHEREAS, by allowing communities to directly support their schools with local resources, this proposal enables those communities to fund important educational programs and initiatives, including:

- Attracting and retaining qualified teachers;
- Retaining smaller class sizes;
- Supporting strong core academic programs; and,
- Maintaining art, music, physical education, athletics, and student support programs;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the San Mateo County Community College District fully endorses the Act; and

BE IT FURTHER RESOLVED that the Governing Board directs staff to publicize this resolution and endorsement; and

BE IT FURTHER RESOLVED that the Governing Board urges all registered voters in the community to sign the initiative petition for the Act; and

BE IT FURTHER RESOLVED that the Governing Board urges all community members to support Californians for Improved School Funding in their effort to qualify the Act for the ballot through donations of time, effort and money.

REGULARLY PASSED AND ADOPTED this 24th day of March, 2010.

Ayes:

Noes:

Abstentions:

Attest: _____
Dave Mandelkern, Vice President-Clerk

BOARD REPORT NO. 10-3-103B

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Victoria P. Morrow, President, Skyline College

**APPROVAL OF PROPOSED NAMES FOR
SKYLINE COLLEGE QUADS AND PATHWAYS**

In the fall of 2009, the Construction Planning Department staff suggested to the president of Skyline College that in order to support wayfinding at the college, names be assigned to the quads and pathways. New signage is in the process of being installed at the college, and banner poles which could hold clear indication of the pathway names will be available. The idea was discussed with the College Council in November, 2009, and the group agreed that it would be a benefit to the College, students and visitors to the campus. A map of proposed areas to be designated as quads and pathways for the purpose of naming was examined and a list was identified, along with necessary revisions to the map. The group established a process for seeking input from the College as a whole, and the timeline. The timeline established set January 15 as the deadline, in order for the subsequent vetting and Board approval to be accomplished in a way that would coordinate well with the campus renovation work which is under way. The Council agreed that the map and the list of areas would be disseminated to the College via the president's weekly e-newsletter, *Skyline Shines*, and that an array of different approaches to naming would be included to help stimulate suggestions. These were: descriptive based on the geographical location; thematic or symbolic, out of the College's vision and mission statement; environmentally-focused; or focused on the adjacent buildings. An e-Suggestion Box for the naming project was created, and the invitation for suggestions was included in the November 20 edition of *Skyline Shines* and those following, until the January 15 deadline.

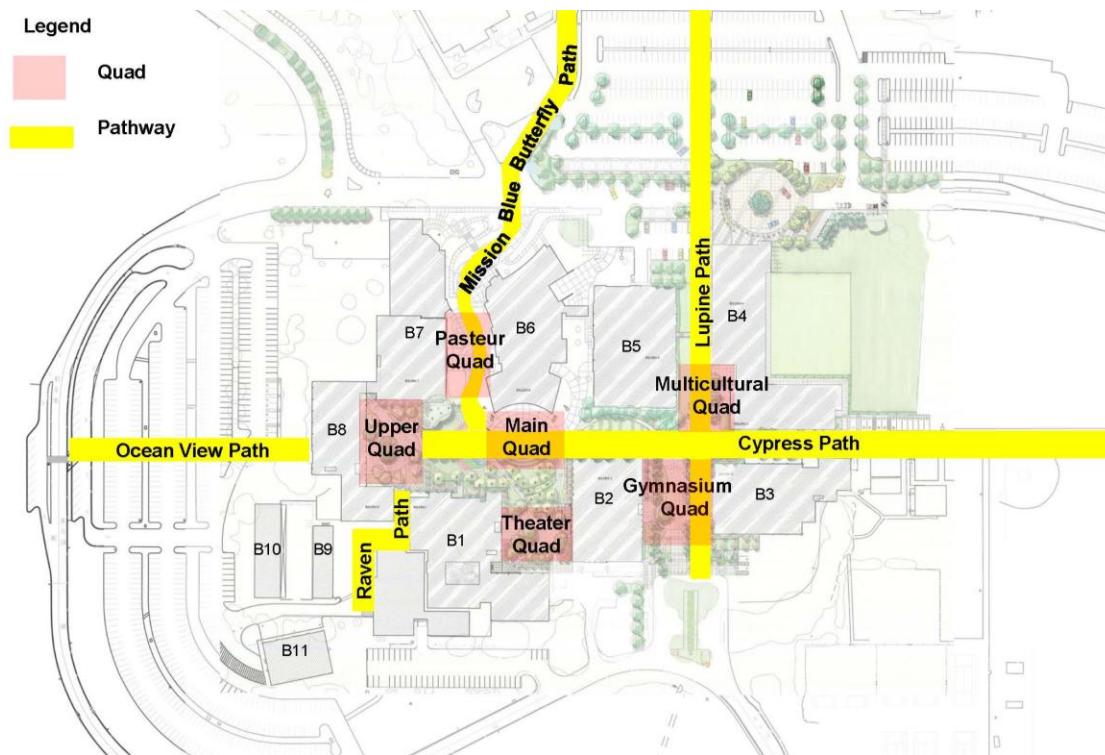
At its meeting on January 28, the College Council reviewed the submissions and, building upon them, created the following list of proposed names for the quads and pathways identified in the attached map:

Quads: the proposed quad names are designed to support wayfinding, and in some cases relate to the landmarks near them. The proposed names for the six quads are:

1. Main Quad (near the Student Center);
2. Upper Quad (near Buildings 7 and 8 at the top of the wide staircase);
3. Pasteur Quad (near the Pasteur bust, between Buildings 6 and 7);
4. Theater Quad (between Buildings 1 and 2);
5. Multicultural Quad (on the west side of new Building 4)
6. Gymnasium Quad (between the Gym and Building 2).

Paths: the proposed names for the five paths have an environmental focus. The proposed names are:

1. Cypress Path for the main east/west path from Building 8 down to the athletic fields;
2. Ocean View Path for the path from Building 8 out to the ocean overlook;
3. Mission Blue Butterfly Path for the path from the northern parking lot area across the loop road to the path between Buildings 6 and 7;
4. Lupine Path for the path from the new north entrance near Building 4 to the bus turnaround;
5. Raven Path for the path from Lot F past Building 11 to the center of campus.



RECOMMENDATION

It is recommended that the Board of Trustees approve the following names for the quads and pathways at Skyline College:

- Quads: Main, Upper, Pasteur, Theater, Multicultural and Gymnasium;
- Pathways: Cypress, Ocean View, Mission Blue Butterfly, Lupine and Raven.

BOARD REPORT NO. 10-3-104B

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

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

**ADOPTION OF RESOLUTION NO. 10-6 OF THE SAN MATEO COUNTY
COMMUNITY COLLEGE DISTRICT 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 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 twenty-three years. In order to simplify the process and obtain the best pricing for issuance costs, the District once again is 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 2010, depending on market conditions. The 2010-11 TRAN repayment will be due on June 30, 2011.

Pricing will be during June 2010; 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 2010-11 fiscal year.

Attached Resolution No. 10-6 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 \$30,000,000 for fiscal year 2010-11. 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 Controller to sign all documents in connection with the issuance of the TRAN.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 10-6 authorizing issuance of 2010-11 Tax and Revenue Anticipation Notes in an amount not to exceed \$30,000,000.

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

DISTRICT RESOLUTION NO. 10-6

NAME OF DISTRICT: SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT*

LOCATED IN: COUNTY OF SAN MATEO

MAXIMUM AMOUNT OF BORROWING: \$30,000,000.00

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-2011 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2010-2011 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

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

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2011 ("Fiscal Year 2010-2011") by the issuance of its 2010-2011 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2010-2011 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the

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

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

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

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

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

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

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special

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

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

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2010-2011 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2010-2011 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2010-2011 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

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

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

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

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

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

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

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

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

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2010-2011 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust

office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

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

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

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2010-2011 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or

by any resolution of the Board amending or supplementing this Resolution (each a “Supplemental Resolution”).

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

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are 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 Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a “Rating Confirmation”). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

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

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

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

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

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

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

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

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

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

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

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the

District's share of the costs of issuance shall not be more than 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 itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2010 through June 15, 2011 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total

aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. No Joint Obligation.

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

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

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

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

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

For Notes issued in calendar 2010, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

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

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

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

Section 8. Source of Payment.

(A) Pledge. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2010-2011 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2010-2011 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 2010-2011, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

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

Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if applicable, capital fund and/or special revenue fund of the District, all of which will be legally available to pay principal of and interest on such Notes, less amounts, if any, on deposit, on the date of such issuance, in the Payment Accounts attributed to any Series of Notes.

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2004-2005 through Fiscal Year 2008-2009, 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 2009-2010 and 2010-2011, respectively.

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

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

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

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

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

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

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

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

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

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

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2010 (the "Fiscal Year 2009-2010") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2009-2010 or Fiscal Year 2010-2011 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) Except as otherwise approved by the Credit Provider that issued the applicable Credit Instrument, to the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2009-2010 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2010-2011.

(S) The District will maintain a positive general fund balance in Fiscal Year 2010-2011.

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

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

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

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

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes, this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2010-2011 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2010-2011 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

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

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

Section 14. Events of Default and Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates; (2) non-payment related defaults; (3) modifications to rights of owners and beneficial owners of

the Series of Certificates which evidence and represent such Series of Notes; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of such Series of Notes and the related Series of Certificates; (8) unscheduled draws on debt service reserves reflecting financial difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of such Series of Notes.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(C) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (A) of this section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other

information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the owners or beneficial owners of the Certificates of the Series which evidences and represents the applicable Series of Notes in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (A) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

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

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

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

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

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

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

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

EXHIBIT A
FORM OF NOTE

R-1 \$ _____

_____ DISTRICT/ _____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA
2010-2011 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES __

Date of
Original Issue

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

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

Interest Rate		Maturity Date		
___%		_____, 2011		
First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
___% of the total of [principal] [interest] [principal and interest] due at maturity	___% of the total of [principal] [interest] [principal and interest] due at maturity	___% of the total of [principal] [interest] [principal and interest] due at maturity	___% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the “District”), located in the County designated above (the “County”), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 2011 and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the “Note Rate”). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the “Trustee”). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

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

** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The term “Unrestricted Revenues” means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the “Pledged Revenues”). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

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

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

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

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

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

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

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

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

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

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

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

By _____
Title:

[(SEAL)]

Countersigned

By _____
Title:

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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

BY _____
AUTHORIZED OFFICER

ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

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

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Governing Board of the [Insert name of District] District/ [Insert name of County if District is an Office of Education] Board of Education, 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 _____, 2010, 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 _____, _____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

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

Dated: _____, 2010

Secretary of the Governing Board
of the [Insert Name of District] District/ [Insert name of County if District is an Office of Education] Board of Education

BOARD REPORT NO. 10-3-105B

RESOLUTION NO. 10-7

**BY THE GOVERNING BOARD OF
THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
STATE OF CALIFORNIA**

**RESOLUTION AUTHORIZING INTERFUND TRANSFER FOR 2009-10 FROM
CAPITAL OUTLAY FUND TO GENERAL UNRESTRICTED FUND**

WHEREAS, the State of California has delayed, deferred, and reduced apportionments to California Community Colleges; and

WHEREAS, the Controller of San Mateo County Community College District requires that all funds end the year with a positive cash balance; and

WHEREAS, the Governing Board of the San Mateo County Community College District has determined that the General Unrestricted Fund will require \$10,000,000 to end the year with a positive cash balance; and

WHEREAS, that the Governing Board of San Mateo County Community College District may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the District for payment of obligations; and

WHEREAS, such a transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account, and that the amount transferred shall be repaid;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board does hereby authorize to transfer funds in the amount of \$10,000,000 from the Capital Outlay Fund to the General Unrestricted Fund.

REGULARLY passed and adopted this 24th day of March, 2010.

Ayes:

Noes:

Attest:

Dave Mandelkern, Vice President-Clerk
Board of Trustees

BOARD REPORT NO. 10-3-106B

TO: Members of the Board of Trustees
 FROM: Ron Galatolo, Chancellor
 PREPARED BY: Kathryn Blackwood, Chief Financial Officer, 358-6869

APPROVAL TO TRANSFER FUNDS BETWEEN SPECIFIED CATEGORICAL FUNDS

The 2009/10 budget revision provides for the flexibility of categorical funds for the 2009/10 budget year, providing that certain categorical funds may be used for the purposes of any other categorical program. In August, the Board approved transfers between the flexible programs, and was informed that the final budget changes would be brought to the Board with the Mid-Year Report. The following changes are brought forward for Board approval. Due to the legislation allowing Districts to be deemed fully compliant in any program that has transferred funds in or out of it, the District is transferring at least \$1 out of and into each program. Staff recommends approval of these transfers.

Program	Transfer To	Amount
Equal Employment/Staff Diversity	P/T Faculty Compensation	\$11,386
Economic Development	Disabled Students	\$85,552
Apprenticeship	P/T Faculty Office Hours	\$1
PT Faculty Office Hours	P/T Faculty Compensation	\$1
PT Faculty Compensation	P/T Health Insurance	\$1
PT Faculty Health Insurance	Transfer/Articulation	\$1
Transfer/Articulation	Matriculation	\$1
Matriculation	Apprenticeship	\$1

Program	Transfer From	Transfer To
Equal Employment	X	X
Economic Development	X	X
Apprenticeship	X	X
PT Faculty Office Hours	X	X
PT Faculty Compensation	X	X
PT Faculty Health Insurance	X	X
Transfer/Articulation	X	X
Matriculation	X	X
Financial Aid Administration		X
Student Success		X
CalWORKS		X
Basic Skills		X
Nursing Support		X
Disabled Students		X
EOPS/CARE		X
Telecommunications		X
Scheduled Maintenance		X
Instructional Equipment		X
Career Technical Education		X

RECOMMENDATION

It is recommended that the Board of Trustees approve the transfer of categorical funds as specified in this report.

BOARD REPORT NO. 10-3-107B

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Jan Roecks, Director of General Services, 358-6879

**APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CREDENTIALS
SOLUTIONS FOR PARKING PERMIT MANAGEMENT SERVICE**

Since 2003, the District has relied on a printing firm, Prestige Graphics, to produce and mail required correspondence to students, including schedule/bills, appointment notices, and Dean's List letters. Since the summer of 2008 Prestige Graphics has also worked with the District to provide students the additional benefit of receiving parking permits purchased online via WebSmart when registering for classes. Parking permits could be ordered online up to two weeks before the start of class and were mailed out with the student's final registration statement prior to the beginning of classes. After that cut-off date, students had to purchase parking permits on campus. From summer 2008 through fall 2009, an average of 27% of all parking permits were purchased by students online.

As of summer 2010, the District will no longer be using the services of Prestige Graphics to mail registration statements to students. In order to save the cost of postage and avoid returned mail due to incorrect addresses, schedule/bills will now be emailed to students. Since having the parking permits mailed alone was cost prohibitive, the District looked for vendors that offer an online student parking permit sales system. This will allow students to continue to have the option of purchasing parking permits online and get their permits promptly mailed at any time before or during the semester for their convenience.

The District interviewed two vendors that could provide purchase of student parking permits online, as follows:

PARKING PERMIT MANAGEMENT SYSTEM VENDOR COMPARISON

Vendor	Setup & Recurring Parking Permit System Fees	Student Fee For Semester Permit	Student Fee For Annual Permit
<p>Credentials Solutions</p>	<p>Credentials Solutions will design, implement and provide a parking permit management system including online permit order processing and production services to the District with no setup or recurring annual fee.</p>	<p>\$3.25 ea. includes the permit, postage & mailing</p>	<p>\$4.00 ea. includes the permit, postage & mailing</p>
<p>T2 Systems</p>	<p>Year 1 - One time setup fee of \$63,805 includes the following components:</p> <ul style="list-style-type: none"> • Program Implementation - \$21,805 • Data conversion - \$7000 • Onsite training (2 trips) - \$4000 • eBusiness permit sale solution - \$17,000 • eBusiness my account (student management) - \$3000 • Integration with T2 internet payment - \$2250 • T2 flex management for 5 users - \$8750 <p>Year 2 - Recurring annual fee of \$10,750 includes the following components:</p> <ul style="list-style-type: none"> • T2 flex management for 5 users - \$8750 • eBusiness permit sale solution - \$1700 • eBusiness my account (student management) - \$300 	<p>\$3.64 ea includes the permit, postage & mailing</p>	<p>\$3.64 ea includes the permit, postage & mailing</p>

The committee reviewing the vendors included College personnel representing the Enrollment Management group, and members of General Services, District Public Safety, ITS, and the Finance Department.

After carefully evaluating both of the vendor proposals, the District recommends Credentials Solutions to manage and administer the campus parking permit program across all three Colleges. Credentials Solutions uses a secure online system order system that issues and mails permits from the Credentials Solutions offices for a convenience fee to the student of \$3.25 per permit per semester or \$4.00 for an annual permit. This fee includes the online order form, production of the parking permit, postage, applicable credit card charges, and live telephone customer assistance 24 hours a day, 7 days a week on behalf of the District. Students who choose not to order parking permits online can continue to purchase permits on the College campuses.

Benefits of working with Credentials Solutions include:

- Credentials Solutions will provide an online, searchable database for use by the Public Safety officers for identifying and confirming valid parking permits.
- Credentials Solutions will provide transaction reports to the District including a parking permit hot sheet for lost/stolen permits, monthly transaction reports, and customizable data reports.

- Orders received online will be processed and mailed year round; orders are not dependent on a student mailing of correspondence timetable as before.
- Credentials Solutions accepts orders online, processes the payments, communicates with the user, provides customer service, prints the permits and mails the completed form back to the user.
- Credentials Solutions will provide and support a set of custom internet screens for ordering permits and stickers featuring the District logo, color, and pricing. All programming and web design is provided at no charge to the District.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Executive Vice Chancellor to execute a professional services agreement with Credentials Solutions to provide a fully automated parking permit management service starting for the summer, 2010 session for three years with the option of two (2) one year renewals.

BOARD REPORT NO. 10-3-108B

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Regina Stanback Stroud, Vice President, Instruction, Skyline College, 738-4321
Loretta P. Adrian, Vice President, Student Services, Skyline College, 738-4333

**ACCEPTANCE OF THE GROVE FOUNDATION
CAREER TECHNICAL EDUCATION SCHOLARSHIP**

Skyline College was awarded a one-time grant of \$100,000 from The Grove Foundation. The Grove Scholars program has a decades-long history and has been implemented in many institutions including both secondary and postsecondary ones. Skyline College proposed a model that draws upon lessons learned in other Career Technical Education programs such as Career Advancement Academies and other community based initiatives such as Annie E. Casey's Center for Working Families and United Way Bay Area's SparkPoint Centers. This model incorporates elements which have been found to support student successful completion and transitioning up the career ladder.

The Grove Foundation Career Technical Education Scholarships will provide support for students pursuing Career Technical Education (CTE) at Skyline College. The scholarships, which are open to students with financial need in a CTE program at the College, can be used for all costs associated with attending college. The model provides a network of support made up of coordinated and integrated student services and instruction that serves the Grove Scholars through the SparkPoint Center. The SparkPoint Center will collaborate with the Financial Aid Office to distribute the scholarship, provide financial literacy training; provide financial coaching, facilitate Individual Development Accounts, and establish an expectations contract for participants in the program.

RECOMMENDATION

It is recommended that the Board of Trustees accept the \$100,000 grant awarded to Skyline College by The Grove Foundation.

BOARD REPORT NO. 10-3-109B

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Jan Roecks, Director General Services, 358-6752
Bob Domenici, Senior Buyer 358-6728

**APPROVAL OF EXTENSION OF THE USE OF THE COUNTY OF LOS ANGELES
CONTRACT FOR DISTRICTWIDE OFFICE SUPPLY PURCHASES**

In a continuing effort to reduce overall office supply expenses, the District explored several options and recommends piggybacking on the County of Los Angeles contract with Office Depot. The Master Agreement No. 42595 is part of the U.S. Communities Purchasing Alliance, which offers competitively bid contracts to government entities nationwide in order to pool purchasing power and achieve bulk volume discounts on behalf of participating public agencies.

The District proposes to extend this “piggyback” arrangement for an additional year. Throughout the term of the contract, Office Depot, one of the nation’s leaders in office products, has provided the District with excellent pricing and service including:

- Online ordering
- Procurement card payment
- Departmental, just-in-time delivery

In addition to reducing the cost of office products, the District believes this contract has improved employee efficiency by enabling the employee to purchase products online and eliminating the need to place orders over the phone. The District seeks Board authorization to extend the use of the County of Los Angeles Master Agreement No. 42595 in alliance with U.S. Communities Alliance contracts for office and paper products.

RECOMMENDATION

It is recommended that the Board of Trustees approve extending the use of the County of Los Angeles contract with Office Depot for office supply purchases through the U.S. Communities Purchasing Alliance in an amount not to exceed \$200,000 for the period ending January 1, 2011.

BOARD REPORT NO. 10-3-4C

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Rick Bennett, Executive Director, Construction Planning, 358-6752

2010 CONTRACTOR PREQUALIFICATION UPDATE

In April 2000, the Board of Trustees approved the use of Public Contract Code Section 20111.5, which authorizes the District to require prequalification of prospective bidders on public works projects subject to public bidding requirements. Under these provisions, only prequalified bidders are eligible to submit bids for District construction projects. With the expansion of the District's construction activity, the process has provided the District with a pool of highly qualified and sophisticated contractors that have become familiar with the District's requirements, processes, and standards.

Planning for the 2010 Prequalification Initiative began in September 2009, with the posting of two legal advertisements in the local newspaper on September 14 and 21. The Construction Planning Department officially notified the contractors in the District's database on September 29, 2009. On October 5, 2009 the District held a non-mandatory Prequalification Conference open to all interested parties. In an effort to assist smaller contractors, the Construction Planning Department conducted subsequent Application Clinics to provide hands-on, computer-based assistance for interested contractors. The deadline for submission was November 2, 2009.

San Mateo County Community College District requires its prequalified contractors to meet certain applicable criteria, such as:

- Construction Experience
- Contractor's License
- Work History
- Litigation and Arbitration History
- Disqualification from Previous Projects
- Compliance with Statutory Requirements
- Documented Safety Record
- Prevailing Wage Requirements
- Project Personnel
- Benefits and Retirement Programs
- Insurance Requirements and Bonding Information
- Financial Information

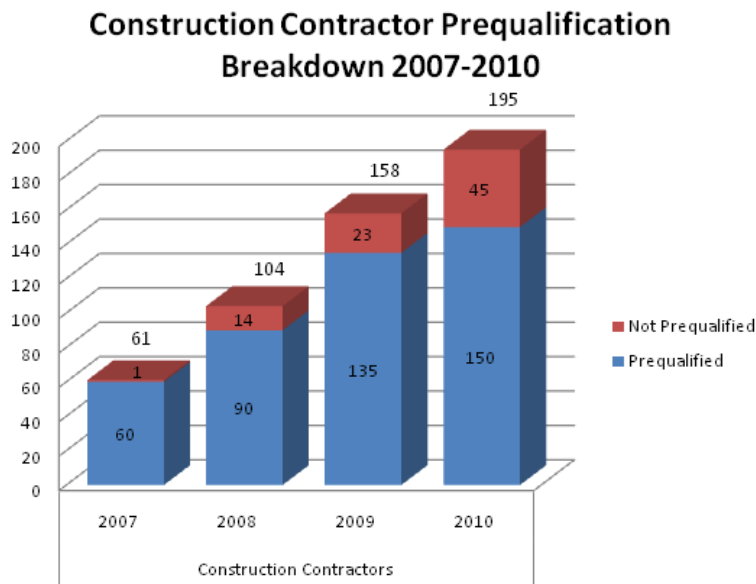
Submitted applications are reviewed for thoroughness and completeness. The benefit of having an online application is the ability of the application software to automatically score the purely quantifiable data. In addition, staff must evaluate the supporting application documentation submitted by contractors and the contractor's license must be confirmed on the Contractors State License Board website. Other qualitative documents that staff reviews include: certified payroll example, résumés of key personnel, certified financial statements, letter from surety company confirming bonding capacity, and current Certificates of Insurance.

CPD Staff worked with contractors throughout November and December to ensure that all documentation was received and saved to the District’s SharePoint database. After recording and completing the evaluation of all submitted applications, CPD’s Executive Directors met with staff to review recommendations and determine the 2010 Prequalified Contractor list. Firms are notified of their prequalification status through an email, and firms that are not prequalified are given the opportunity to request an interview for further consideration. The list of prequalified contractors is posted on the District’s Facilities website:

<http://www.smccd.edu/accounts/smccd/departments/facilities/PrequalCC.shtml>

The following charts demonstrate the current prequalified pool demographics, breadth, and license types. As detailed in the first chart, the pool of prequalified contractors continues to grow every year. This year the District received a record number of applicants (195). The District has been successful at maintaining a large number of highly regarded national and regional contractors and attracting small and emerging local firms. The number of B-Licensed Contractors (General Building Contractors) has increased by 28 firms this year and the District is confident that the pool will more than serve the requirements for construction in 2010. The level of new start projects for 2010 will decline, based on the absence of state funded projects and the current status of Measure A construction and expenditure.

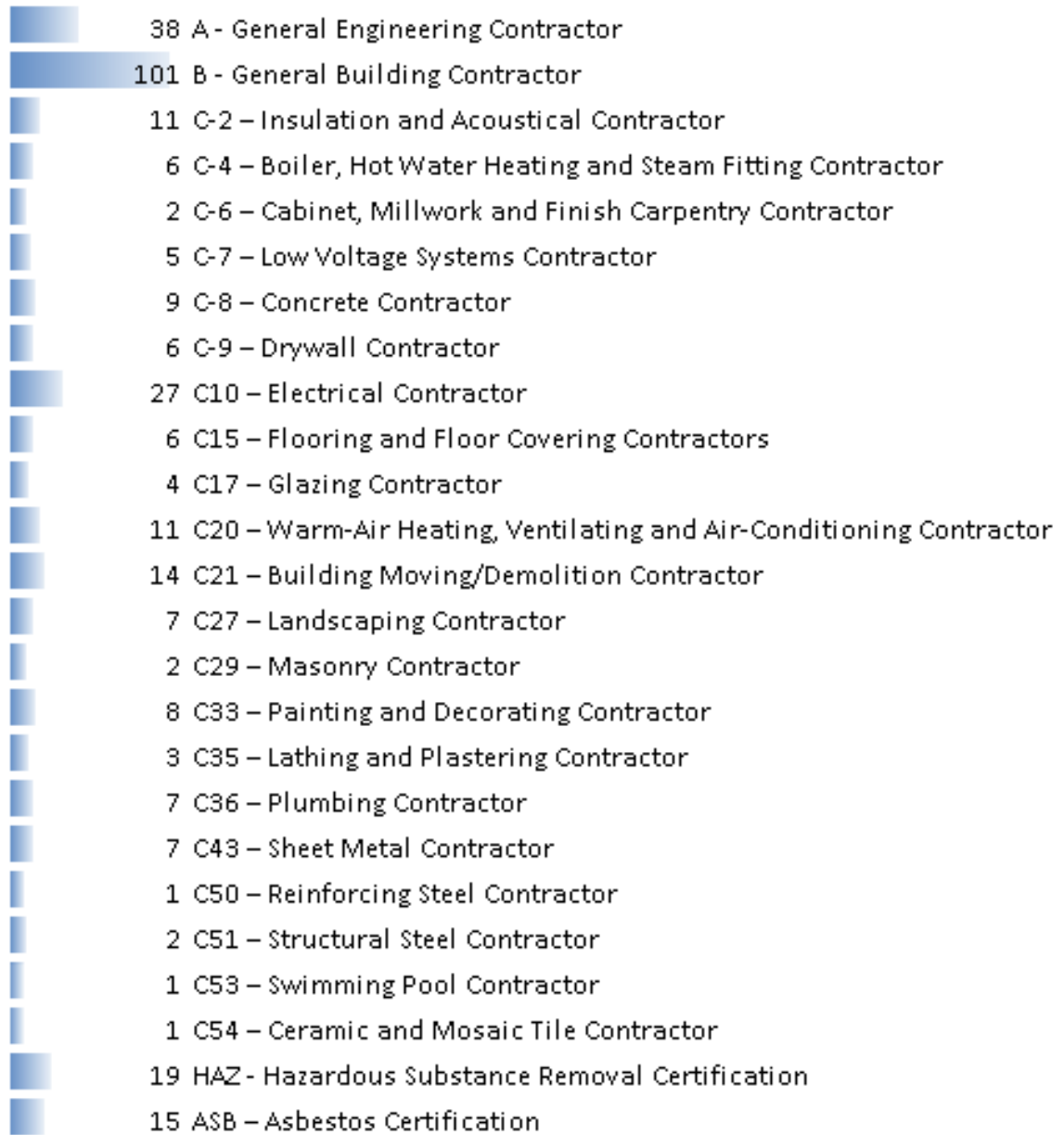
The chart below summarizes the number of applicants the District has received over the past four years:



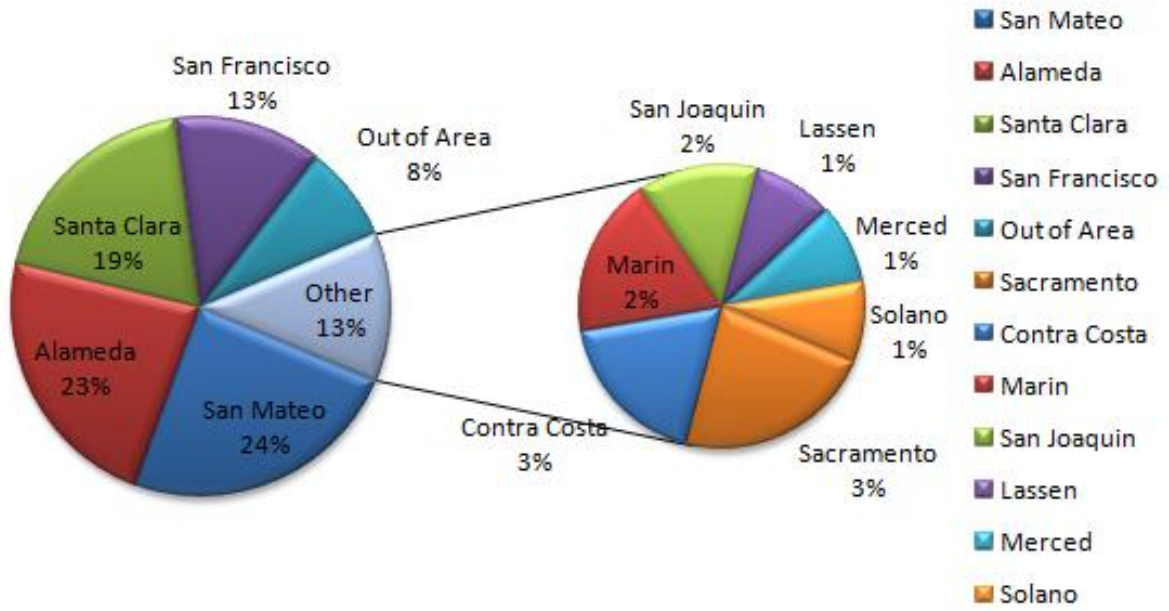
Applicant Summary

- 195 Applicants have applied, a 23% increase since 2009
- 105 of 135 2009 prequalified contractors applied, a loss of 30 contractors
- 150 contractors have been prequalified for 2010, a 11% increase over 2009
- 105 of 135 prior prequalified contractors have been prequalified in 2010
- 45 of 85 new applicants have been prequalified in 2010

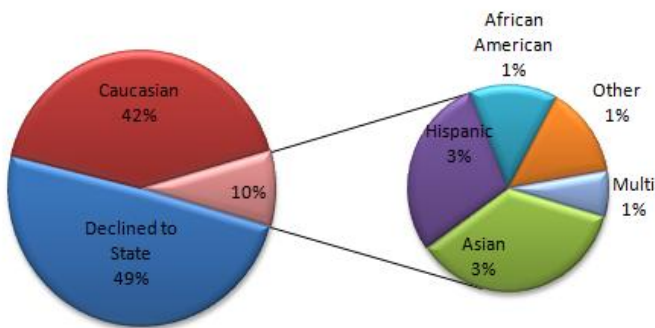
License	Prior Year	This Year	Delta	%
A	31	38	7	23%
B	73	101	28	38%
C10	27	27	0	0%
C20	10	11	1	10%



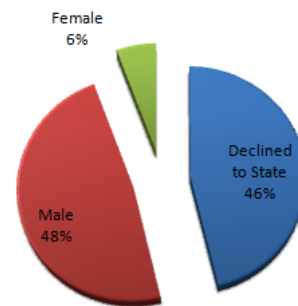
Prequalified Contractors by County



Ethnicity



Gender



San Mateo County Community College District

March 24, 2010

BOARD REPORT NO. 10-3-5C

KCSM UPDATE

There is no printed report for this agenda item.