SAN FRANCISCO UNIFIED SCHOOL DISTRICT

AGENDA

REGULAR MEETING OF THE BOARD OF EDUCATION
TUESDAY, APRIL 27, 2010 6:00 P.M.

IRVING G. BREYER BOARD MEETING ROOM
555 FRANKLIN STREET, FIRST FLOOR
SAN FRANCISCO, CALIFORNIA 94102

Board of Education:

Jane Kim, Esq. – President
Hydra B. Mendoza – Vice President
Sandra Lee Fewer
Kim-Shree Maufas

Rachel Norton
Jill Wynns
Norman Yee

Student Delegates to the Board of Education:

Andie Rose Crug
Tristan Leder

Superintendent of Schools: Carlos A. Garcia

MISSION STATEMENT OF THE SFUSD:

The mission of the San Francisco Unified School District is to provide each student with an equal opportunity to succeed by promoting intellectual growth, creativity, self-discipline, cultural and linguistic sensitivity, democratic responsibility, economic competence, and physical and mental health so that each student can achieve his or her maximum potential.

DISTRICT GOALS:

(In Accordance with 85-13Sp2 - Proposal to Implement a Strategic Plan. Adopted 5/27/08)

- Access & Equity – Make Social Justice a Reality.
- Student Achievement – Engage High Achieving and Joyful Learners.
- Accountability – Keep Our Promises to Students and Families
ORDER OF BUSINESS
ADJOURNMENT: 10:00 P.M.

♦ ROLL CALL AND PLEDGE OF ALLEGIANCE

A. APPROVAL OF BOARD MINUTES
   ➢ Regular Meeting of March 23, 2010

B. PRESENTATIONS TO THE BOARD OF EDUCATION/
   SUPERINTENDENT’S REPORT
   ➢ Superintendent’s Thoughts for the Evening

C. RECOGNITIONS AND RESOLUTIONS OF COMMENDATION
   ➢ 2009 SFUSD Environmental Education Award

D. STUDENT DELEGATES’ REPORT

E. PARENT ADVISORY COUNCIL (PAC) REPORT

F. PUBLIC COMMENT ON CONSENT ITEMS (Members of the public shall not be
   permitted to sever agenda items for discussion. Rather, Board discussion on a
   consent item shall only occur if the Board of the Superintendent, in their discretion,
   severs the item for discussion.)

G. CONSENT CALENDAR – SEE EXHIBIT A FOLLOWING SUMMARY PAGES FOR
   LIST OF ITEMS – Motion/Second; Items Corrected/Withdrawn/Removed for First
   Reading/Severed. Formal vote taken up in Section N. Severed items taken up in
   Section O.
H. SUPERINTENDENT'S PROPOSALS
- HELD FOR SPEAKER CARDS AND ACTION

- 104-13Sp1 – Adoption of Instructional Materials – High School Probability and Statistics (Report from the Augmented Curriculum and Program Committee)

I. BOARD MEMBER' PROPOSALS
- HELD FOR SPEAKER CARDS AND ACTION

NONE

J. REQUESTS TO SPEAK REGARDING GENERAL MATTERS – 30 MINUTES

This part of the Board's meeting is set aside for members of the public requesting to address the Board on general items which are not agenda items calendared for action, which are not first readings listed in the agenda, and are not items previously referred to committee and not yet returned to the Board for action.

This agenda item will be limited to thirty (30) minutes and will begin no later than 7:30 p.m. or following the item under discussion at the time. Anyone whose name remains on the speakers list at the end of the allotted time will be granted time at the end of the regular meeting.

K. ADVISORY COMMITTEE REPORTS/APPOINTMENTS TO ADVISORY COMMITTEES BY BOARD MEMBERS

- Annual Report of the SFUSD Citizen's Bond Oversight Committee
  See Resolution adopted by the Citizen's Bond Oversight Committee dated March 25, 2010.

L. SPECIAL ORDER OF BUSINESS

ACTION ITEM:

- A Resolution of the Board of Education of the San Francisco Unified School District, Authorizing the Issuance of One or More Series of San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2006), General Obligation Bonds in the Form of Tax-Exempt Bonds, Build America Bonds, Qualified School Construction Bonds or any Combination Thereof, in an Aggregate Principal Amount not to Exceed $185,000,000 to Finance the Acquisition, Construction, Improvement, Furnishing and Equipping of Certain School Facilities, Authorizing the Preparation and Delivery of a Preliminary Official Statement and Official Statement, Approving the Form of and Authorizing the Execution and Delivery of One or More Bond Purchase Agreements and a Disclosure Dissemination Agent Agreement, Providing for the Approval of an Official Statement for Such Bonds and Execution of Documents Related Thereto and Certain Actions in Connection Therewith
Recommendation: That the Board of Education adopt a resolution authorizing the issuance of one or more series of San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2006), General Obligation Bonds in the form of Tax-Exempt Bonds, Build America Bonds, Qualified School Construction Bonds or any Combination thereof, in an aggregate principal amount not to exceed $185,000,000 to finance the acquisition, construction, improvement, furnishing and equipping of certain school facilities, authorizing the preparation and delivery of a preliminary official statement and official statement, approving the form of and authorizing the execution and delivery of one or more bond purchase agreements and a disclosure dissemination agent agreement, providing for the approval of an Official Statement for such Bonds and execution of documents related thereto and certain actions in connection therewith.

M. DISCUSSION OF OTHER EDUCATIONAL ISSUES

➢ Update on Equity – Centered Professional Learning Communities

➢ SB 955 (HUFF – R) and related bills
  (Referred to the Board for discussion by General Consent of the Rules, Policy, and Legislation Committee at its meeting of April 19, 2010)

N. CONSENT CALENDAR RESOLUTIONS –
   REMOVED AT PREVIOUS MEETING FOR SECOND READING AND ACTION

O. VOTE ON CONSENT CALENDAR – Moved and Seconded under Section F

P. CONSENT CALENDAR RESOLUTIONS – SEVERED FOR SPEAKERS AND IMMEDIATE ACTION - SEE EXHIBIT A FOLLOWING SUMMARY PAGES FOR LIST OF ITEMS

Q. SUPERINTENDENT’S PROPOSALS – FIRST READING  Pg. 79 - 96
  (5 Minutes will be given for total public testimony under this item.)

➢ 104-27Sp1 – In Support of Renaming the Mission Child Development Center and Annex to the Zaida T. Rodriguez Child Development Center
  (Report from the Augmented Buildings, Grounds, and Services Committee)

➢ 104-27Sp2 – In Support of Renaming the Horace Mann Academic Middle School Girls Gymnasium to the Donna Suess Girls Gymnasium
  (Report from the Augmented Buildings, Grounds, and Services Committee)
R. BOARD MEMBERS' PROPOSALS – FIRST READING
(5 Minutes will be given for total public testimony under this item.)

NONE

S. BOARD MEMBERS' REPORTS – a. Standing Committees; b. Board Delegates to Membership Organizations (NSBA, CSBA, CGCS); c. All other reports by Board Members.

Report from the Augmented Ad Hoc Committee On Student Assignment
April 12, 20210 – Reporting: Commissioner Jill Wynns

Purpose
Public policy discussion between the Board of Education and SFUSD staff regarding implementation of the student assignment policy approved on March 9, 2010.

Informational Items for Discussion
1. Overview of the key strands of work in the implementation plan
2. Establishing target enrollment numbers for attendance area boundaries
3. Magnet Schools Assistance Program Grant
4. Timeline and next steps
5. Board discussion and guidance on next steps
6. Public comment

Report from the City and School District Select Committee
April 15, 2010 – Reporting: Commissioners Sandra Lee Fewer, Jane Kim, & Hydra B. Mendoza

1. 100129 – Truancy Initiatives by the San Francisco Unified School District and the City and County of San Francisco - Duffy

Report from the Augmented Rules, Policy, and Legislation Committee
April 19, 2010 – Reporting: Commissioner Rachel Norton

ACTION ITEM:
• Legislative Overview - Consideration and Action of District Positions on Selected Legislative Proposals

INFORMATIONAL ITEMS:
• Update on Race to the Top Funding (RTT)
• Update on the Recent Report on the State of California's Decision on the Persistently Underperforming Schools in the SFUSD
• Discussion of SFUSD Organization of Contracts and Consultants
Report from the Committee of the Whole Meeting
April 20, 2010 – Reporting: Commissioner Hydra B. Mendoza

- Update on District Approach to High Priorities Work Strands and Alignment with the Strategic Plan
- Discussion of Persistently Lowest Achieving Schools List, School Improvement Grants and State and Federal Guidelines

Report from the Augmented Building, Grounds, and Services Committee
April 26, 2010 – Reporting: Commissioner Hydra B. Mendoza

ACTION ITEMS:
- §12-8Sp2 – Adoption of Board Policy and Creation of Administrative Regulations to Facilitate Proposition 39 Regulations and Enhance Charter School Facilities Negotiations
- 104-27Sp1 – In Support of Renaming the Mission Child Development Center and Annex to the Zaida T. Rodriguez Child Development Center
- 104-27Sp2 – In Support of Renaming the Horace Mann Academic Middle School Girls Gymnasium to the Donna Suess Girls Gymnasium

INFORMATIONAL ITEMS:
- Presentation on "San Francisco’s Public School Facilities as Public Assets – A Shared Understanding and Policy Recommendation for the Community Use of Schools"
- Report on Continuation and Reauthorization of the Athletic Field Sharing Program between SF Recreation/Park Department and SFUSD
- Report on Upcoming Facility Projects in the Bayview Area
- Real Estate Report on:
  o Plan to increase facility permit revenue and site revenue sharing
  o Real estate activity
  o RFP for proposed development of 1950 Mission Street, including inclusion of teacher housing

T. REPORT OF CLOSED SESSION ACTIONS

U. OTHER INFORMATIONAL ITEMS  Pg. 97 - 106

➢ Acceptance of Gifts for the Month of March 2010

➢ Quarterly Report on Williams Uniform Complaints (January – March 2010)

➢ Informational Notice of Classified Personnel Transactions

V. ADJOURNMENT
EXHIBIT A
CONSENT CALENDAR
(The following are all ACTION ITEMS)

1. Instructional Resolutions
   1a. (104-27I1) Approval of Student Travel for Presidio Middle School

   Recommendation: That the Board of Education approve the student travel of forty-two (42) students and two (2) certificated employees to Seattle, Olympic National Park, WA and Victoria, B.C., Canada for Environmental Education week.

2. Finance Resolutions
   2a. (104-27B1) Authorization to Submit Applications, to Accept Funds, and to Budget the Amount Awarded

   Recommendation: That the Superintendent and/or the Chief Financial Officer be authorized by the Board of Education to submit the following grant applications, to accept the following grant awards, and to budget the amount awarded as presented.

   Award:
   1. $3,200 – National Board for Professional Teaching Standards. NBPTS has awarded $3,200 to the Teacher Support and Development's National Board Support Provider Program. This award through THeN1 Take One Grant is to support SFUSD teachers in achieving National Board Certification.


   Recommendation: That the Superintendent recommends changes to the FY 2009-2010 Budget as adopted by the Board of Education on June 23, 2009. The budget is revised periodically as new information is received or when the assumptions on which the adopted budget was developed change. Administration recommends the following budget revision as presented.

   Unrestricted General Fund (Fund 01 and Fund 63)

   2c. (104-27B3) Authorization for Contracts for Student Intern Placement

   Recommendation: That the Board of Education authorize the Superintendent and/or Chief Human Resources Officer to enter into MOU's for Fiscal Years 2010-2012 with local universities and colleges to provide experiences for students enrolled in their training programs.
2d. (104-27B4) Authorization of Travel for Board Members

Recommendation: That the Board of Education authorizes the District to reimburse Commissioner Norman Yee for expenses that were incurred from March 20 – 23, 2010, for his attendance at the Council of the Great City Schools Legislative Conference in Washington, DC.

2e. (104-27B5) Authorization to Declare Obsolete Computer Monitors, Other Computer Related Accessories, Furniture, Fixtures, Equipment including Cafeteria Equipment, Instructional Materials and Other Miscellaneous Items as Surplus Property

Recommendation: Pursuant to Board Policy P3262 and Education Code Sections 17545-17555, and Education Code Sections 60510-60530, it is recommended that the Board of Education declare certain furniture, fixtures, equipment and obsolete instructional materials no longer suitable for school purposes and delegate the Director of Purchasing the authority to dispose of same by sale, auction and/or disposal of donation using the most cost effective manner.

2f. (104-27C2) Authorization for the Award of Bids, Purchase of and Encumbrance for Supplies, Equipment and/or Services Over $78,500 or the Statutory Limit Specified in Public Contract Code Section 20111

Recommendation: That the Board of Education authorizes the procurement of supplies, equipment, and/or services as summarized.

3. Buildings, Grounds and Services Resolutions

3a. (104-27W1) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

Recommendation: That the Board of Education approve a contract modification between Cal Pacific Construction, Inc. (Cal Pacific) and the San Francisco Unified School District for an amount not to exceed $29,142 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Lakeshore Elementary School Modernization Project - $29,142
3b. **(104-27W2) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve a contract modification between Cal Pacific Construction, Inc. (Cal Pacific) and the San Francisco Unified School District for an amount not to exceed $253,398 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Aptos Middle School Modernization - $253,398

3c. **(104-27W3) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this contract modification between Hoi's Construction Inc. and the San Francisco Unified School District for an amount not to exceed $28,592 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from the Proposition 39 School Repair Program Fund.

School Health Programs Administration Building - $28,592

3d. **(104-27W4) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this contract modification between Allen Construction and the San Francisco Unified School District for an amount not to exceed $29,069 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Luther Burbank Middle School - $29,069

3e. **(104-27W5) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this contract modification between Construction Testing Services (CTS) and the San Francisco Unified School District for an amount not to exceed $25,639 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Balboa High School – Various Improvements Project - $25,639
3f. **(104-27W6) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

Recommendation: That the Board of Education approve this contract modification between K2A, LLP (fka) K2A Architecture + Interiors and the San Francisco Unified School District for an amount not to exceed $42,760 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Francis Scott Key Elementary School - $42,760

3g. **(104-27W7) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

Recommendation: That the Board of Education approve a contract between Sensible Environmental Solutions, Inc. and the San Francisco Unified School District for an amount not-to-exceed $32,870 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and encumber sufficient funds from the Proposition 30 School Repair Program Fund.

Bryant Elementary School - $32,870

3h. **(104-27W8) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

Recommendation: That the Board of Education approve a contract between Sensible Environmental Solutions, Inc. and the San Francisco Unified School District for an amount not-to-exceed $51,970 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and encumber sufficient funds from the Proposition 39 School Repair Program Fund.

Clarendon Elementary School - $51,970

3i. **(104-27W9) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

Recommendation: That the Board of Education approve a modification to the Master Agreement between Millennium Consulting Associates ("MECA") and the San Francisco Unified School District for an amount not to exceed $216,955 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Fairmount Elementary, Buena Vista Elementary, and Hoover Middle Schools - $216,955
3j. **(104-27W10) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this modification to the Master Agreement between Construction Testing Services and the San Francisco Unified School District for an amount not to exceed $6,890 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Rooftop (Burnett Campus) ES and Ulloa ES Greening - $6,890

3k. **(104-27W11) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this modification to the Master Agreement between Code Compliance Group and the San Francisco Unified School District for an amount not to exceed $16,254 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

New Traditions Elementary, Rooftop (Burnett) Elementary, and Ulloa Elementary Schools Greening - $16,254

3l. **(104-27W12) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this modification to the Master Agreement between King Construction Inspection, Inc. and the San Francisco Unified School District for an amount not to exceed $249,013.50 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Downtown High School - $249,013.50

3m. **(104-27W13) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this modification to the Master Agreement between Ninyo & Moore and the San Francisco Unified School District for an amount not to exceed $4,490 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

New Traditions Elementary School Greening - $4,490
3n. (104-27W14) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

Recommendation: That the Board of Education approve this Master Agreement between Sensible Environmental Solutions ("SES") and the San Francisco Unified School District for an amount not to exceed $22,150 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

2340 Jackson Street, Guadalupe Elementary School, and 1360 43rd Avenue - $22,150

3o. (104-27W15) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

Recommendation: That the Board of Education approve this contract between Mobile Modular Management Corporation and the San Francisco Unified School District for an amount not to exceed $97,148.10 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Glen Park Elementary School - $97,148.10


Recommendation: That the Board of Education approve this contract between Mobile Modular Management Corporation and the San Francisco Unified School District for an amount not to exceed $119,849 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Edison Charter Elementary School - $119,849

3q. (104-27W17) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

Recommendation: That the Board of Education approve this contract between P & A Construction and the San Francisco Unified School District for an amount not to exceed $64,900 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund. In the event the District is not able to enter into a contract with P & A Construction, it will award to the next lowest, most responsive and responsible bidder, or the District may elect to re-bid the project.

Malcolm X Academy Elementary School Greening - $64,900
3r. **(104-27W18) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this contract between Deems Lewis McKinley (DLM) Architects and the San Francisco Unified School District for an amount not to exceed $289,030 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Presidio CDC - $289,030

3s. **(104-27W19) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this contract between Kendall Young Architects and the San Francisco Unified School District for an amount not to exceed $645,000 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Guadalupe Elementary School - $645,000

3t. **(104-27W20) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this contract between Cornely Company and the San Francisco Unified School District for an amount not to exceed $92,214 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

Burnett CDC – Boiler Replacement - $92,214

3u. **(104-27W21) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this contract between Sonomarin, Inc. and the San Francisco Unified School District for an amount not to exceed $558,818 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund. In the event the District is not able to enter into a contract with Sonomarin, Inc, it will award to the next lowest, most responsive and responsible bidder, or the District may elect to re-bid the project.

Abraham Lincoln High School - $558,818
3v. (104-27W22) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

 Recommendation: That the Board of Education approve this contract between All Trusty Builders and the San Francisco Unified School District for an amount not to exceed $358,000 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund. In the event the District is not able to enter into a contract with All Trusty Builders, it will award to the next lowest, most responsive and responsible bidder, or the District may elect to re-bid the project.

 A.P. Giannini Middle School – Phase 3 - $358,000

3w. (104-27W23) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

 Recommendation: That the Board of Education approve a contract between Builder Max, Inc. and the San Francisco Unified School District and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and encumber sufficient funds from the Capital Facilities Fund and the 1990 School Facility Safety Special Tax Fund. Should the District be unable to enter into a contract with Builder Max, Inc., the contract will be awarded to the next lowest, responsive and responsible bidder.

 Gordon J. Lau & Jose Ortega Elementary Schools - $48,400

3x. (104-27W24) Authorization to Approve Contract, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

 Recommendation: That the Board of Education approve a contract between Svala Construction, Inc. and the San Francisco Unified School District and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and encumber sufficient funds from the Capital Facilities Fund and the 1990 School Facility Safety Special Tax Fund. Should the District be unable to enter into a contract with Svala Construction, Inc., the contract will be awarded to the next lowest, responsive and responsible bidder.

 International Studies Academy @ Enola Maxwell - $6,601,000


 Recommendation: That the Board of Education of the San Francisco Unified School District, who previously received copies of the 2008/2009 audit reports by separate cover, accepts the 2008-2009 year Audit Report and the Citizens’ Bond Oversight Committee’s resolution and commends the members of the Citizen’s Bond Oversight Committee for their continued efforts on behalf of the Bond Program, the District and the Citizens of San Francisco.
4. Personnel Resolutions

4a. (104-27F1 – F9) Administrative, Secondary, Elementary Certificated Personnel Actions

Recommendation: That the Board of Education approves the following personnel actions as summarized.

4b. (104-27K1 – K10) Consultant Services Contracts

Note: Contracts with individuals = Resolutions K1 – K2
Contract with Organizations = Resolutions K3 – K10

Recommendation: That the Board of Education approves the following consultant services contracts.

K1. Visitacion Valley Middle School – To assist our music students in keyboard and other instruments.
Lauren Schwartz - $6,480 – NCLB: Title I, Schoolwide Programs (SWP)

K2. HR Teacher Support & Development – To provide coaches to support interns who are concurrently teaching and pursuing alternative certification in order to earn Level I Credential at a partnering University/Credential Program.
Various Consultants - $1,750 – UGF/Alternative Certification Program for Intern Teachers

K3. Hillcrest Elementary School – To provide services for the Summer Extended Learning Program.
Edgewood Center for Children & Families - $25,000 + ($13,000 Pending FY 2010-11 Budget Approval) – Prop A: Innovation, Research and Development

K4. E. R. Taylor Elementary School – To provide 127 students in kindergarten through third grade with Artist Residencies in Folk/Chinese Dance.

Young Audiences of Northern California - $699 – PEEF: Prop H, Arts & Music

K6. Clarendon Elementary School – To provide Japanese culture and language assemblies for our students.

K7. Clarendon Elementary School – To provide Tales from the Pacific Rim – Narrative and Music Performances.
Young Audiences of Northern California - $1,500 – PEEF: Prop H, Arts & Music
K8. A. P. Giannini Middle School – To facilitate community-building activities for students during grade specific spirit days. The goal is to improve peer relationships as well as student/staff relationships in order to decrease time away from the learning environment and school violence.
San Francisco State University/Pacific Leadership Institute - $3,000 – PEEF: Prop H, Violence Prevention Program

K9. Superintendent's Office – To build on information gathered through the demographic study and student assignment simulations conducted to date, begin to develop boundaries in support of the SFUSD's new student assignment policy. Develop a Geographic Information System (GIS) training program and begin to transition the skills and knowledge needed to monitor and manage boundaries to SFUSD staff.
Lapkoff and Gobalet Demographic Research, Inc. - $25,000 – Federal Grant; Technical Assistance for Student Assignment Plans

K10. Superintendent’s Office – To continue the work to develop boundaries in support of the SFUSD’s new student assignment policy. Share boundary maps and demographic data at a properly noticed Board meeting.
Lapkoff and Gobalet Demographic Research, Inc. - $25,000 (Pending FY 2010-11 Budget Approval) – Federal Grant: Technical Assistance for Student Assignment Plans

4bb. (104-27K11 – K15) Consultant Services Contracts Amendments Pg. 176 - 186

Note: Contracts with Individuals = Resolution
Contract with Organizations = Resolutions K11 – K15

Recommendation: That the Board of Education approves the following consultant services contracts.

K11. Student Support Services Department – To provide enrichment and resources for multiple aspects of the ExCEL After School Program at ER Taylor serving 108 students. The purpose for this amendment is for the deletion of services to students.
Cost of this Amendment – ($77,164) Credit
Bay Area Community Resources – Total Program Cost to Date - $63,750 – After School Education and Safety Program and NCLB: Title IV, Part B, 21st Century Community Learning Centers

K12. HR Teacher Support & Development – To prepare and support fifteen single subject intern teachers in Mathematics, Foreign Language, Physical Education, English and Science-biology as they progress through courses in the Single Subject Intern Program. The purpose for this amendment is for additional "highly qualified" intern teachers.
Cost of this Amendment – $7,650
San Francisco State University – Total Program Cost to Date - $11,250 – UGF/Alternative Certification Program for Intern Teachers
K13. Legal Department – To advise the District, under the general direction of the General Counsel, on a variety of matters including litigations, retirement, employment issues, and negotiation. The purpose for this amendment is for additional services required.
Cost of this Amendment – $25,000
Miller, Brown, & Dannis, LLP – Total Program Cost to Date – $75,000 – Unrestricted General Fund

K14. Legal Department – To provide services, under the general direction of the General Counsel, relating to special education and other general education legal matters. The purpose for this amendment is for additional services required.
Cost of this Amendment – $50,000
Leal & Trego, LLP – Total Program Cost to Date – $275,000 – Unrestricted General Fund

K15. APD – English Learner Support Services – To teach middle school teachers how to use the ADEPT assessment tool to inform their instruction of English Learners. The purpose for this amendment is for a change in funding source.
Cost of this Amendment – $0
San Francisco State University – Total Program Cost to Date – $114,480 – ELA Limited English Proficient (LEP)
Per Board Policy P120, the Board meets in Regular Session on the second and fourth Tuesdays of each month at 6:00 p.m. in the Irving G. Breyer Board Meeting Room, 555 Franklin Street, First Floor. Parking is available through the gate off McAllister Street.

The Board Agenda is posted and its contents are made available for public view in the Lobby of the SFUSD Administrative Building at 555 Franklin Street on the Friday before each regular meeting. A copy of the complete Agenda is also available in the Office of the Board of Education, Room 106, at the same address. Additional documents which are distributed to at least a majority of the Board after the publication of the Agenda and relate to items on the Agenda are available for public view in Room 106 at the time of distribution to the commissioners. Additional documents distributed to the Board during the meeting can be viewed at the meeting (if prepared by the District) or after the meeting (if prepared by some other person) by directing your request to the Executive Assistant to the Board.

Effective February 9, 2010, childcare at the Regular Meetings of the Board of Education will no longer be available. Children, supervised by an adult, are welcome to attend meetings of the Board of Education.

Translation services in Spanish and Chinese are available at Regular Meetings of the Board of Education. Adequate notice and request must be given to the Office of the Board of Education for other languages.

Excerpts from the Board of Education Rules and Procedures, P120, Article II:

1.1 These rules shall govern the order of business of the Board and shall constitute policy of the Board.

1.1.1 These Rules shall be reviewed and readopted as a Special Order of Business at the first Regular Board meeting of the year.

3.1 There shall be at least one student delegate within the membership of the Board pursuant to Ed. Code Section 35012. That commencing with the 2000-2001 academic school year, two students will sit on the Board of Education, one student delegate appointed by the Student Advisory Council and the other elected by the students of San Francisco through a democratic process approved by the Student Advisory council.

3.2 The student delegates may cast an advisory vote on all matters decided by the Board at all regular and special meetings. Such advisory votes will be cast at the beginning of voting rotation so that the "advice" of student representatives may be considered by Board Members as they cast their votes. The advisory vote shall not be included in determining whether a measure before the Board carries, but it shall be recorded in the official minutes.

4.1.1 The Board shall meet in regular session on the second and fourth Tuesday of each month at 6:00 p.m. in the place designated by the Board and shall adjourn no later than 10:00 p.m., or upon completion of the item under discussion at that time, unless extended by majority vote.

9.2 The Superintendent and Board Members may introduce resolutions for First Reading during the "Superintendent's Proposals - First Reading" and "Board Members' Proposals - First Reading" sections of the agenda, respectively. Upon introduction, the resolution shall automatically be referred to committee. The President shall determine to which committee the resolution shall be referred. The Board may not discuss or take action on a resolution introduced for First Reading at that meeting.
9.3 Members of the public may address the Board on a resolution that is intended to be introduced for First Reading and referred to committee, or a resolution previously referred to or before a committee that has not been returned to the Board for action, after the introduction of resolutions for First Reading. Members of the public may also address the Board on a resolution introduced for First Reading at the appropriate committee. The Chair may limit the time for public comment on all resolutions for First Reading to a maximum of 5 minutes for Superintendent’s First Readings and 5 minutes for Board Members’ First Readings and 1 minute per speaker or as may be reasonable under the circumstances.

9.4 The Board may suspend Rule 9.2 and consider a resolution introduced for First Reading immediately if five (5) members of the Board approve such motion and the agenda notifies the public that the resolution may be acted upon immediately at that meeting. If the Board suspends the rules to consider a resolution immediately, members of the public may comment on the resolution without the necessity for a “Request to Speak” before the Board considers the resolution.

11.2 Each person requesting to address the Board on agenda items calendared for Board action or on matters other than those calendared for Board action shall be granted such requests provided a “Request to Speak” is telephoned into the Office of the Board of Education the Monday or Tuesday of the meeting prior to 4:30 p.m. or an individual completes a “Speaker Card”, prior to the item being called, on the evening of the meeting.

11.3 Substitution of speakers will not be permitted unless a designated alternate is submitted with the request to speak.

11.4 Maximum time allowed each speaker is two minutes. Any speaker requiring language translation shall be allowed a maximum of two minutes to speak and two minutes for translation. The District will provide translation in at least Chinese and Spanish and, if possible and with adequate notice, in other languages.

11.5 The Board President, with the approval of the Board, can modify the time permitted for speakers and public comment.

11.6 A speaker shall be ruled out of order for failing to speak on the subject matter for which the privilege of the floor was granted.

11.7 Time for total public testimony and/or Board debate shall be limited to 30 minutes unless the time is extended by majority vote and may be continued after all items have been considered. Public testimony will be heard no later than 7:30 p.m. or until the item under discussion is completed.

11.8 Individuals requesting to speak who were held over from a previous meeting shall be the first called at the next regular meeting.

12.4 Debate or action on Board members’ proposals and Superintendent’s proposals upon being duly moved and seconded at First Reading, unless referred to a committee, shall be held on calendar for Second Reading at the next regularly scheduled meeting of the Board.

14.1 No speaker at any meeting of the Board or its committees shall make any abusive, threatening or harassing personal remarks or charges against any officer or employee of the District or against any Board member, with the consequence of, first, a verbal warning and, second, the loss of speaking rights on the matter under discussion.

14.2 Charges or complaints against any officer or employee of the District may be made in writing, signed by the person making the charge and submitted to the District’s Legal Office.

14.3 Cardboard, paper or cloth placards may be brought into the Board meeting room only if they are not larger than three feet by three feet and have no wood, metal or other type of holding device.

14.4 Pursuant to Government Code Section 54957.9, the President may order the Board meeting room cleared if violence or verbal harassment disrupts the orderly process of the meeting.
INFORMATION ON DISABILITY ACCESS TO MEETINGS OF THE BOARD OF EDUCATION

SAN FRANCISCO UNIFIED SCHOOL DISTRICT GENERAL ADMINISTRATIVE OFFICES
555 FRANKLIN STREET, SAN FRANCISCO, CA 94102
(THE IRVING G. BREYER BOARD MEETING ROOM IS WHEELCHAIR ACCESSIBLE.)

MUNI: ACCESSIBLE MUNICIPAL LINES ARE:
- 47 VAN NESS ON VAN NESS AVENUE
- 71 AND 71L ON MARKET STREET
- F LINE ON MARKET STREET (SURFACE)
- J, K, L, M, & N LINES (SUBWAY)
- FOR ADDITIONAL INFORMATION ABOUT MUNI ACCESSIBLE SERVICES, CALL (415) 701-4485 OR (415) 923-6142.

BART: CIVIC CENTER BART STATION

PARKING: ACCESSIBLE PARKING IS AVAILABLE.
PLEASE ENTER THROUGH THE GATE OFF MCALLISTER STREET.

AMERICAN SIGN LANGUAGE:
INTERPRETERS AND FM AMPLIFICATION SYSTEM WILL BE PROVIDED UPON REQUEST IF YOU MAKE ARRANGEMENTS AT LEAST SEVENTY-TWO (72) HOURS IN ADVANCE BY CALLING (415) 355-7384

IT IS REQUESTED THAT INDIVIDUALS REFRAIN FROM WEARING PERFUME OR OTHER SCENTED PRODUCTS IN ORDER TO ALLOW THOSE WITH ENVIRONMENTAL ILLNESSES OR MULTIPLE CHEMICAL SENSITIVITY TO ATTEND THE MEETINGS OF THE BOARD OF EDUCATION.
San Francisco Unified School District
San Francisco, California
Superintendent’s Proposal

104-13Sp1 - ADOPTION OF INSTRUCTIONAL MATERIALS –
High School Probability and Statistics

REQUESTED ACTION: That the Board of Education of the San Francisco Unified School District adopt the following instructional materials in support of the curriculum in secondary mathematics:

Probability and Statistics

Statistics through Applications, Second Edition
(Freeman, c2011)

Workshop Statistics – Discovery with Data, Edition 3
(Wiley, c2008)

BACKGROUND: The instructional materials review committee worked for several months to examine and recommend the most appropriate instructional materials for Probability and Statistics. The goal of the committee was to recommend materials that would improve learning and understanding for all students.

The review process used by the committee has been successfully implemented in the San Francisco Unified School District over the past 17 years for the adoption of instructional materials in all content areas. The recommendations are the result of a process that included careful examination of State content standards and reviews of student achievement data and effective instructional practices.

Please Note:
» Taken up by the Curriculum and Program Committee on April 5, 2010. Forwarded to the Board with a positive recommendation by general consent of the Committee.
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
CITIZENS' BOND OVERSIGHT COMMITTEE


WHEREAS, voters of the City and County of San Francisco approved Proposition A in 2003 and Proposition A in 2006 in order to modernize, improve and construct school facilities at certain District school sites; and

WHEREAS, California Education Code Section 15278(a) requires the governing board of a school district to establish and appoint persons within the District to an independent citizens' oversight committee, if a bond measure authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII of the California Constitution is approved; and

WHEREAS, the purpose of the SFUSD Citizens' Bond Oversight Committee is to inform the public concerning the expenditure of bond revenues and to actively review and report on the proper expenditure of taxpayer money for school construction; and

WHEREAS, the Committee must also advise the public as to whether a school district is in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution; and

WHEREAS, the Committee has received and reviewed the 2008-2009 annual independent financial audit report and procedures audit report prepared by Vavrinek, Trine, Day & Co., dated March 23, 2010 and has had the opportunity to ask questions of the District's independent auditor who performed the audit; and voted on March 24, 2010 by unanimous vote of the members present (8 ayes, 1 absent) to accept the findings of the audit; and

WHEREAS, the Committee has met and received updates from the Bond Program Manager regarding the District’s implementation and progress of the 2003/2006 Proposition A Bond Program, including the receipt of monthly financial reports;

THEREFORE, BE IT RESOLVED, by the Proposition A San Francisco Unified School District Citizens' Bond Oversight Committee that, based upon all of the information provided to the Committee and discussions held, no information came to the Committee’s attention that would indicate that Bond revenues were spent for reasons other than those authorized by the 2003 & 2006 Proposition A Bonds and by Proposition 39, as follows:

1. The Bond revenues have been expended only for the purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution; and
2. That the Bond revenues have not been expended for any teacher or administrative salaries or other school operating expenses as prohibited by subparagraph (A) of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
BE IT FURTHER RESOLVED, that the Committee commends the Bond Program management team and staff members for their continued and significant efforts in implementing the 2003 & 2006 Proposition A Facility Bond program.

Approved by:

James Quadra, Chairperson
Citizens' Bond Oversight Committee
San Francisco Unified School District

March 25, 2010
Date:

Submitted by:

David L. Goldin A.I.A.
Chief Facilities Officer
Interim Bond Program Director

March 25, 2010
Date

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
CITIZENS' BOND OVERSIGHT COMMITTEE

RESOLUTION NO. ___

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF SAN FRANCISCO UNIFIED SCHOOL DISTRICT (CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA) (PROPOSITION A, ELECTION OF 2006), GENERAL OBLIGATION BONDS IN THE FORM OF TAX-EXEMPT BONDS, BUILD AMERICA BONDS, QUALIFIED SCHOOL CONSTRUCTION BONDS OR ANY COMBINATION THEREOF, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $185,000,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, FURNISHING AND EQUIPPING OF CERTAIN SCHOOL FACILITIES, AUTHORIZING THE PREPARATION AND DELIVERY OF A PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE BOND PURCHASE AGREEMENTS AND A DISCLOSURE DISSEMINATION AGENT AGREEMENT, PROVIDING FOR THE APPROVAL OF AN OFFICIAL STATEMENT FOR SUCH BONDS AND EXECUTION OF DOCUMENTS RELATED THERETO AND CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, a duly called election was held in the San Francisco Unified School District (the “District”), City and County of San Francisco (the “City”), State of California (the “State”), on November 7, 2006, pursuant to Section 1(b)(3) of Article XIIIA of the State Constitution and Chapter 1.5 of Title I, Division 1, Part 10 of the State Education Code, and thereafter canvassed pursuant to law (“Proposition A”); and

WHEREAS, at such election there was submitted to and approved by at least the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the amount of $450,000,000 payable from the levy of an ad valorem property tax against the taxable property in the District; and

WHEREAS, pursuant to Education Code Section 15140(b), the Board of Supervisors of the City (the “Board of Supervisors”) has, by Resolution, adopted on December 12, 2006, (the “City Resolution”) authorized the District to issue and sell bonds, to be known as the “San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2006), General Obligation Bonds,” in one or more series, on its own behalf and without further action by the Board of Supervisors or any official; and

WHEREAS, the District issued the first series of such general obligation bonds, being the San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2006), General Obligation Bonds, Series A (2007), in the aggregate principal amount of $100,000,000 on March 15, 2007; and
WHEREAS, the District issued the second series of such general obligation bonds, being the San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2006), General Obligation Bonds, Series B (2009), in the aggregate principal amount of $150,000,000 on January 22, 2009; and

WHEREAS, at this time the Board of Education of the District (the “Board”) has determined that it is necessary and desirable to issue the third portion of such authorization in the aggregate principal amount not to exceed $185,000,000, which shall be designated “San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2006), General Obligation Bonds” with such additional designations as Tax-Exempt Bonds, Build America Bonds, or Qualified School Construction Bonds, as the case may be, and such other series or additional designations as may be approved in accordance with this Resolution (the “Bonds”); and

WHEREAS, this Board deems it necessary and desirable to issue a portion of the Bonds as “Build America Bonds” in accordance with the American Recovery and Reinvestment Act of 2009 (the “Recovery Act”) if it is so determined by an Authorized Officer to be in the best interest of the District, such determination to be evidenced by the issuance of such portion of the Bonds; and

WHEREAS, the Recovery Act grants a national allocation to provide for the issuance of qualified school construction bonds (the “Qualified School Construction Bonds”), in accordance with the qualified tax credit bond program provided for in Section 54A and Section 54F of the Code (as defined herein), and an allocation in the amount of $12,957,000 was granted to the District for calendar year 2010 to provide financing for specific projects in accordance with the Recovery Act and the Hiring Incentives to Restore Employment Act of 2010 (the “HIRE Act”); and

WHEREAS, this Board deems it necessary and desirable to issue a portion of the Bonds as “Qualified School Construction Bonds” in accordance with the Recovery Act and the HIRE Act if it is so determined by an Authorized Officer to be in the best interest of the District, such determination to be evidenced by the issuance of such portion of the Bonds; and

WHEREAS, the Board determines that it is necessary and desirable that the Bonds be sold by a negotiated sale pursuant to one or more Bond Purchase Agreements (each, a “Bond Purchase Agreement”) with the underwriter(s) designated therein; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issuance of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. Purpose of the Bonds. This Board hereby authorizes the issuance and sale of the Bonds. The Bonds shall be issued, pursuant to Title 1, Division 1, Part 10, Chapters 1 and 1.5, Article 1 (commencing at Section 15100) of the State Education Code, in an aggregate
principal amount not to exceed $185,000,000. The proceeds of the Bonds will be applied for the purposes specified in Proposition A.

SECTION 2. Certain Definitions. As used in this Resolution, the terms set forth below shall have the following meanings (except as otherwise provided in the Bond Purchase Agreement).

(a) “Authorized Officer” or “Authorized Officers” means the officers designated pursuant to the District Policy regarding authorized officers.

(b) “Bond Payment Date” means (i) with respect to the Tax-Exempt Bonds June 15 and December 15 of each year, commencing December 15, 2010; (ii) with respect to the Build America Bonds as set forth in the respective Bond Purchase Agreement; and (iii) with respect to the Qualified School Construction Bonds as set forth in the respective Bond Purchase Agreement.

(c) “Bond Register” means the registration books kept by the Bond Registrar pursuant to this Resolution.

(d) “Bond Registrar” means the Treasurer and Tax Collector of the City and County of San Francisco or any other entity designated in Section 7.

(e) “Bonds” shall have the meaning ascribed thereto in the recitals to this Resolution.

(f) “Bond Year” means the period of twelve consecutive months ending July 1 in any year in which Bonds are outstanding, except that the first Bond Year shall commence on the date of the issuance of the Bonds and end on July 1, 2010.

(g) “Build America Bonds” shall mean those Bonds designated as such pursuant to Section 5 of this Resolution in accordance with Section 54AA of the Code.

(h) “Building Fund” means the fund designated as the “2010 San Francisco Unified School District General Obligation Bond Building Fund.”

(i) “City” means the City and County of San Francisco.

(j) “Debt Service Fund” means the fund designated as the “2010 San Francisco Unified School District General Obligation Bond Debt Service Fund,” and used only for payment of principal of and/or interest on the Bonds as described in Section 11 hereof.

(k) “DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Bonds.
(l) "Federal Subsidy" means any direct subsidy of interest paid to the District by the federal government under the provisions of the Recovery Act and the HIRE Act in connection with Build America Bonds or Qualified School Construction Bonds.

(m) "HIRE Act" means the Hiring Incentives to Restore Employment Act of 2010.

(n) "MSRB" means the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at http://emma.msrb.org.

(a) "Nominee" means the nominee of DTC, as determined from time to time pursuant to Section 5(d) hereof, and which initially will be Cede & Co.

(b) "Outstanding" when used as of any particular time with reference to the Bonds, means all Bonds theretofore, or thereupon being, authenticated and delivered by the Bond Registrar except (a) Bonds theretofore cancelled by the Bond Registrar or surrendered to the Bond Registrar for cancellation; (b) Bonds with respect to which all liability of the District shall have been discharged in accordance with Section 16; (c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Bond Registrar; and (d) Bonds that have become due (at maturity, on redemption or otherwise) and for the payment of which sufficient moneys, including interest accrued to the due date, are held by the Bond Registrar.

(c) "Owner" means any registered owner of the Bonds as identified in the Bond Register.

(d) "Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Security Depositories hold book-entry certificates as securities depository.

(e) "Paying Agent" means the Treasurer and Tax Collector of the City and County of San Francisco.

(f) "Permitted Investments" shall have the meaning ascribed to such term in Section 16 hereof.

(g) "Principal Amount" means, with respect to any Bond, the principal amount thereof.

(h) "Qualified School Construction Bonds" means those Bonds designated as such pursuant to Section 5 of this Resolution in accordance with Section 54F of the Code.
(i) “Record Date” means the close of business on the 1st day of the calendar month in which a Bond Payment Date occurs or such other date or dates as shall be set forth in the related Bond Purchase Agreement.


(k) “Redemption Notice” shall have the meaning ascribed thereto in Section 5(c)(v) hereof.

(l) “Securities Depositories” means initially DTC, and from time to time, such other substitute depository as determined pursuant to Section 5(d) hereof.

(m) “Series” whenever used herein with respect to Bonds, means all of the Bonds designated as being of the same series, authenticated and delivered in a simultaneous transaction, regardless of variations in maturity, interest rate, redemption and other provisions, and any Bonds thereafter authenticated and delivered upon transfer or exchange of or in lieu of or in substitution for (but not to refund) such Bonds as herein provided.

(n) “Tax-Exempt Bonds” shall mean any Series of Bonds bearing interest that is excluded from gross income for federal income tax purposes under Section 103 of the Code.

(o) “Taxable Bonds” shall mean any Series of Bonds bearing interest that is not excluded from gross income for federal income tax purposes under Section 103 of the Code.

(p) “Transfer Amount” means, with respect to any Outstanding Bond, the Principal Amount thereof.

(q) “Treasurer” means the Treasurer and Tax Collector of the City and County of San Francisco.

(r) “United States Obligations” shall have the meaning ascribed to such term in Section 16 hereof.

(s) “Written Request of the District” means a written request signed by an officer, official or staff person authorized to sign documents on behalf of the District pursuant to Section 23 hereof.

SECTION 3. Authorization and Designation of the Bonds. This Board hereby authorizes the issuance and sale of the Bonds designated as “San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2006), General Obligation Bonds,” with such additional designations as Tax-Exempt Bonds, Build America Bonds or Qualified School Construction Bonds, as the case may be, and such other Series designations as may be approved in accordance with this Resolution. The Bonds shall be issued, pursuant to Title 1, Division 1, Part 10, Chapters 1 and 1.5, Article 3 (commencing at
Section 15100) of the Education Code, in an aggregate principal amount not to exceed $185,000,000.

SECTION 4. Terms and Conditions of Sale. The Board has determined that because (a) the District hopes to take advantage of certain bond structures permitted under the Recovery Act and such structures (Qualified School Construction Bonds and Build America Bonds) are not entirely conducive to a competitive sale format, and (b) at least a portion of the overall issuance of the Bonds will benefit from extensive pre-marketing efforts not available with a competitive sale, it is in the best interests of the District that each Series of Bonds shall be sold by a negotiated sale upon the terms and conditions set forth in the respective Bond Purchase Agreement, each of which shall be substantially in the form attached hereto as Exhibit A (the "Bond Purchase Agreement"). The form of Bond Purchase Agreement is hereby approved, with such changes as the Deputy Superintendent of Policy and Operations of the District (the "Deputy Superintendent"), the Chief Financial Officer of the District (the "Chief Financial Officer") or a designee of either such officer, in consultation with Bond Counsel, shall deem necessary or desirable to implement the sale of the Bonds consistent with the terms of this Resolution, including changes necessary to sell more than one Series of Bonds pursuant to a Bond Purchase Agreement, such approval to be evidenced by the execution of such by such officer. The Bonds shall be dated the date of delivery of the Bonds or such date or dates as may be stated in the respective Bond Purchase Agreement and shall be comprised of serial and/or term bonds. The aggregate principal amount of Bonds shall not exceed $185,000,000, of which no more than $12,957,000 can be Qualified School Construction Bonds. The overall true interest cost of the aggregate principal amount of Bonds, taking into account any Federal Subsidy that applies to any Series of Bonds, shall not exceed 7% per annum and no serial or term bond shall bear interest at a rate exceeding 12%. The Bonds shall not mature more than 25 years from the date of the Bonds provided that the maturity of any Qualified School Construction Bonds cannot exceed the maximum maturity prescribed by the United States Department of the Treasury at the time of the sale of the Bonds. The estimated costs of issuing the Bonds, including underwriter’s discount, are $1,262,683.25 as set forth in Exhibit B hereto. The actual costs of issuance shall be provided to the Board at the next scheduled public meeting of the Board following the sale.

SECTION 5. Terms of Bonds.

(a) Denomination, Interest, Dated Dates. The Bonds shall be issued as Bonds registered as to both principal and interest, in denominations of $5,000 each or any integral multiple thereof.

Each Bond shall be dated the date of delivery thereof (or such other date or dates designated in the Bond Purchase Agreement relating to such Series of Bonds), shall mature on June 15 (or such other date as may be designated in the Bond Purchase Agreement relating to such Series of Bonds) of the years and in the amounts set forth in the Bond Purchase Agreement relating to such Series of Bonds, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its...
dated date (unless otherwise provided in the Bond Purchase Agreement relating to such Series of Bonds). Interest shall be payable on the respective Bond Payment Dates.

The Bonds shall not mature more than 25 years from their date and shall bear interest at a rate or rates not to exceed 12% per annum but, in any event, not to exceed an overall maximum true interest cost (with respect to the Build America Bonds, net of the credit allowed under Section 6431 of the Code and Qualified School Construction Bonds, net of the credit allowed under Section 54A of the Code) of 7%.

To the extent any portion of the Bonds are designated as Build America Bonds or Qualified School Construction Bonds, any Federal Subsidy paid to the District by the federal government under the provisions of the Recovery Act or HIRE Act in connection with such Build America Bonds or Qualified School Construction Bonds (a “Federal Subsidy”) shall, promptly upon receipt by the District, be deposited into the Debt Service Fund established for payment of any of the Bonds.

(b) Designation of Taxable Bonds; Determination in Connection with Federally Taxable Bonds. A portion of the Bonds may be designated as Build America Bonds in accordance with Section 54C of the Code and/or a portion may be designated as Qualified School Construction Bonds in accordance with Section 54F of the Code. In accordance with Section 5903 of the Government Code, this Board hereby determines that the interest payable on any portion of the Bonds to be issued as Build America Bonds or Qualified School Construction Bonds will be subject to federal income taxation, with respect to the Build America Bonds or Qualified School Construction Bonds. The District may elect pursuant to Section 54AA of the Code that, with respect to the Bonds to be designated as Build America Bonds, in lieu of any tax credit allowed under Section 54AA of the Code, the District shall be allowed a tax credit as provided in Section 6431 of the Code. The District may elect pursuant to Section 54A of the Code that, with respect to Bonds to be designated as Qualified School Construction Bonds, in lieu of any tax credit allowed under Section 54A of the Code, the District shall be allowed a tax credit provided in Section 6431 of the Code.

(c) Redemption.

(i) Optional Redemption. Each Series of Bonds may be subject to redemption prior to their respective stated maturity dates at the option of the District, on the dates and terms as designated in the Bond Purchase Agreement relating to such Series of Bonds. The Bond Purchase Agreement may provide that a portion or all of the Bonds of any Series shall not be subject to optional redemption.

(ii) Mandatory Sinking Fund Redemption. Each Series of Bonds may be subject to redemption prior to their stated maturity dates, without a redemption premium, from mandatory sinking fund payments in the amounts and on the dates, and in accordance with the terms set forth in the respective Bond Purchase Agreement.

(iii) Extraordinary Optional Redemption or Extraordinary Mandatory Redemption. Each Series of Bonds may be subject to extraordinary optional redemption
or extraordinary mandatory redemption in accordance with the terms set forth in the respective Bond Purchase Agreement.

(iv) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Bonds and less than all Outstanding Bonds of any Series are to be redeemed, the Bond Registrar, upon written instruction from the District, shall either (a) select Bonds for redemption from such maturity dates within a Series as are selected by the District, and by lot within each such maturity within a Series in such manner as the Bond Registrar shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple thereof or (b) select Bonds to be redeemed on a pro-rata basis, provided that so long as the Bonds are held in book-entry form, the selection for redemption of Bonds shall be made in accordance with the operational arrangements of The Depository Trust Company, New York, New York (“DTC”) then in effect.

“Pro-rata” means in connection with any redemption of the Bonds in part, the amount that results from applying a fraction, the numerator of which is equal to the principal amount of Bonds owned by a holder of such Bonds and the denominator of which is equal to the total principal amount of Bonds outstanding immediately prior to the date of redemption.

(v) Notice of Redemption. When redemption is authorized or required pursuant to Sections 5(c)(i), 5(c)(ii) and 5(c)(iii) hereof, the Bond Registrar, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the date of such Notice, (b) the name of the Bonds, (c) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (d) the date of redemption, (e) the place or places where the redemption will be made, including the name and address of the Bond Registrar, (f) the redemption price, (g) the CUSIP numbers assigned to each maturity of the Bonds to be redeemed, (h) if less than all of the Bonds of any maturity are to be redeemed, the Bond numbers of the Bonds of each maturity of the Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the respective portions of the Principal Amount of the Bonds of each maturity of the Bonds to be redeemed, (i) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part, and (j) in the case of a conditional redemption, that such redemption is conditional upon certain circumstances. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue.

The Bond Registrar shall take the following actions with respect to such Redemption Notice:

(1) Notice of redemption of any Bonds shall be given by the Bond Registrar upon the written request of the District given at least 60 days prior to the date designated for redemption.
(2) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid, at their addresses appearing on the Bond Register.

(3) At least 32 days before the redemption date, such Redemption Notice shall be given by (i) first class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories.

(4) At least 32 days before the redemption date, such Redemption Notice shall be given by (i) first class mail, postage prepaid, or (ii) overnight delivery service, to MSRB.

Neither failure to receive nor failure to give any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Bond Registrar for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(vi) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Bond Registrar shall execute and deliver to the Owner thereof a new Bond or Bonds of the same Series of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vii) Effect of Notice of Redemption. Notice having been given as aforesaid, and the monies for the redemption (including the interest to the applicable date of redemption) having been set aside in the Debt Service Fund or held in trust for such purpose as provided by law, such Bonds shall become due and payable on such redemption date.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 5(c) hereof, together with interest to such redemption date, shall be held by the Bond Registrar so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Bond Registrar for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Bond Registrar.
(viii) Rescission of Notice of Redemption: Conditional Redemption. The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Bonds so called for redemption. In the event that any Bond of a Series is subject to optional redemption and moneys sufficient to redeem the principal of and interest on all of such Bonds proposed to be redeemed shall not be on deposit in the Debt Service Fund or in any escrow fund established for redemption of such Bonds on such date fixed for redemption, the redemption and notice thereof shall be rescinded and in each and every such case, the District and the Owners of the Bonds so called for redemption, as the case may be, shall be restored to their former positions and rights. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. Neither failure to receive nor failure to give nor any defect in any such notice of rescission of redemption shall affect the validity of the rescission.

(ix) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Bond Registrar, in form satisfactory to it, and sufficient monies shall be held by the Bond Registrar irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, including the requirements of Section 16, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Bond Registrar for cancellation.

(d) Book-Entry System.

(i) The Bonds shall be initially registered in the name of “Cede & Co.,” as nominee of DTC, and shall be initially issued as one Bond for each of the maturities within a Series in the Principal Amounts set forth in the applicable Bond Purchase Agreement, and DTC is hereby appointed depository for the Bonds, and registered ownership of the Bonds may not thereafter be transferred except as provided in this Section 5(d).

(ii) Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except:

(A) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (B) of this section (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(B) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District
(iii) In the case of any transfer pursuant to clause (A), (B) or (C) of subsection (ii) hereof, the transferor shall notify the District of such transfer. In the case of any transfer pursuant to clause (A) or (B) of subsection (ii) hereof, upon receipt of the Bonds by the Bond Registrar, together with a Written Request of the District to the Bond Registrar, a new Bond for each maturity shall be executed and delivered in the aggregate Principal Amount of the Bonds then Outstanding registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Written Request of the District. In the case of any transfer pursuant to clause (C) of subsection (ii) hereof, upon receipt of the Outstanding Bonds by the Bond Registrar together with a Written Request of the District, new Bonds shall be executed and delivered in such Principal Amounts, numbered in the manner determined by the Bond Registrar and registered in the names of such persons as are requested in such Written Request of the District, subject to the limitations of this Section 5(d) and date of receipt of such a Written Request of the District, and thereafter, Bonds shall be transferred pursuant to Section 7 hereof; provided, that the Bond Registrar shall not be required to deliver such new Bonds within a period less than sixty (60) days.

(iv) The Bond Registrar shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and applicable laws, notwithstanding any notice to the contrary received by the District; and the District and the Bond Registrar shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Bond Registrar shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including DTC or its successor (or substitute depository or its successor), except for the Owner of any Bonds.

(v) So long as the Outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the District shall cooperate with Cede & Co., as sole Owner of the Bonds, or its registered assigns in effecting payment of the principal of and interest on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

SECTION 6. Execution of Bonds. The Bonds shall be signed by the manual or facsimile signature of the President of the Board and countersigned by the manual or facsimile signature of and the seal of the District affixed thereto by the Secretary of the Board, all in their
official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 7. Bond Registrar; Transfer and Exchange. This Board does hereby appoint the Treasurer to act as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds (collectively, the “Bond Registrar”).

So long as any of the Bonds remain Outstanding, the District will cause the Bond Registrar to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 5 above, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal of and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District’s liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Bond Registrar, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Bond Registrar together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the President and Secretary of the Board. In all cases of exchanged or transferred Bonds, the President and Secretary of the Board shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Bond Registrar for payment, retirement, exchange, replacement or transfer shall be cancelled by the Bond Registrar. Authorized Officers of the District may at any time deliver to the Bond Registrar for cancellation any previously
authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Bond Registrar. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Bond Registrar at least twice each calendar year. The cancelled Bonds shall be retained for a period of time and then returned to the District or destroyed by the Bond Registrar as directed by an Authorized Officer of the District.

Neither the District, nor the Bond Registrar will be required to transfer or exchange any Bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

SECTION 8. Payment. Payment of interest on any Bond on any Bond Payment Date shall be made to the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his or her address as it appears on the Bond Register or at such other address as he or she may have filed with the Bond Registrar for that purpose or before the Record Date. The Owner of Bonds in an aggregate principal amount of $1,000,000 or more may request in writing to the Bond Registrar that such Owner be paid interest on such Bonds by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date. The principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Bond Registrar. The interest, principal and redemption premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Bond Registrar is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Treasurer shall hereby establish the “2010 San Francisco Unified School District General Obligation Bond Debt Service Fund” (the “Debt Service Fund”). The Paying Agent is hereby authorized to establish within the Debt Service Fund those accounts necessary to pay interest, principal, redemption premiums, if any, on the Bonds.

SECTION 9. Form of Bonds. The Tax-Exempt Bonds shall be in substantially the form set forth in Exhibit E hereto, the Build America Bonds shall be in substantially the form attached hereto as Exhibit D and the Qualified School Construction Bonds shall be in substantially the form attached hereto as Exhibit C, allowing those officials executing the Bonds, as described in Section 6 above, to make the insertions and deletions necessary to conform the Bonds to this Resolution and to the Bond Purchase Agreement relating to the applicable Series as authorized herein.

SECTION 10. Delivery of Bonds. The Authorized Officers of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the underwriter(s) upon payment of the purchase price therefor.
SECTION 11. Deposit of Proceeds of Bonds.

(a) The Treasurer shall hereby establish the “2010 San Francisco Unified School District General Obligation Building Fund (the “Building Fund”). The proceeds from the sale of the Bonds, excluding any premium received, shall be deposited with the Treasurer in the Building Fund and shall be kept separate and distinct from all other District and City funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and such proceeds shall be applied solely to authorized purposes set forth in Proposition A. Any purchase premium received by the District from the sale of the Bonds shall be kept in the Debt Service Fund and used only for payments of principal of and interest on the Bonds.

(b) Any proceeds of any Series of Bonds deposited in the Building Fund and not needed for the authorized purposes set forth herein for which the Bonds are being issued, shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess monies in the Debt Service Fund, such amounts shall be transferred to the general fund of the District in accordance with Section 12 hereof.

Subject to federal tax restrictions, monies in the funds created hereunder shall be invested at the Treasurer's discretion pursuant to law and the investment policy of the City, unless otherwise directed in writing by an Authorized Officer of the District.

After issuance of the Bonds and subject to federal tax restrictions, monies in the funds created hereunder may and, upon the Written Request of the District, shall be invested in any lawful investment permitted by Sections 16429.1 and 53601 of the Government Code of the State of California (the “Government Code”), or in shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code that invests exclusively in investments permitted by Section 53635 of the Government Code.

Except as required below to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”), (a) interest earned on the investment of the net purchase premium received with respect to any Series of Bonds and held in the Debt Service Fund shall be deposited in the Building Fund; and (b) interest earned on the investment of monies held in the Debt Service Fund not attributable to net purchase premium through and including the maturity or early defeasance of the Bonds, shall be retained in the Debt Service Fund and used to pay principal of and interest on the Bonds when due. Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Building Fund shall be retained in the Building Fund and used for any purpose authorized by Proposition A.

SECTION 12. Security for the Bonds. (a) The Bonds are statutory obligations of the District and do not constitute an obligation of the City except as provided in this Resolution. No part of any fund of the City is pledged or obligated to the payment of the Bonds. There shall be levied on all the taxable property in the District except for certain personal property which is taxable at limited rates, in addition to all other taxes, a continuing direct ad valorem property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which monies when collected will be placed in the Debt
Service Fund, which fund is irrevocably pledged for the payment of the principal of and interest on the Bonds when and as the same fall due; provided, however, that when all of the principal of and interest on all of the Bonds have been paid, any balance then remaining in the Debt Service Fund shall be transferred to the general fund of the District as permitted and provided for in Section 15234 of the Education Code of the State. The Paying Agent shall transfer, five business days prior to each Bond Payment Date with respect to the Bonds, from the Debt Service Fund, sufficient monies to pay principal of and interest on the Bonds due on such Bond Payment Date.

(b) To the extent any portion of the Bonds are designated as Build America Bonds, the District hereby covenants to apply for the Federal Subsidy prior to each Bond Payment Date with respect to the Build America Bonds, in a timely manner and in compliance with the guidelines set forth by the Internal Revenue Service and the United States Department of the Treasury. Further, the District covenants to deposit any Federal Subsidy received with respect to the Build America Bonds with the Paying Agent for deposit in the Debt Service Fund.

(c) To the extent any portion of the Bonds are designated as Qualified School Construction Bonds, the District hereby covenants to apply for the Federal Subsidy prior to each Bond Payment Date with respect to the Qualified School Construction Bonds, in a timely manner and in compliance with the guidelines set forth by the Internal Revenue Service and the United States Department of the Treasury. Further, the District covenants to deposit any Federal Subsidy received with respect to the Qualified School Construction Bonds with the Paying Agent for deposit in the Debt Service Fund.

SECTION 13. Tax Covenants.

(a) General. The District covenants with the Owners of all the Bonds that, notwithstanding any other provisions of this Resolution, it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect either (i) for Bonds purporting to be “Tax-Exempt Bonds” as defined below, the exclusion from gross income of interest on such Bonds under Section 103 of the Code, (ii) for Bonds purporting to be “Build America Bonds” as defined below, the qualification of such Bonds as “qualified bonds” within the meaning of Section 54AA(g) of the Code, or (iii) for Bonds purporting to be “Qualified School Construction Bonds” as defined below, the qualification of such Bonds as “qualified school construction bonds” within the meaning of Section 54F of the Code. The District shall not, directly or indirectly, use or permit the use of proceeds of the Bonds or any of the property financed or refinanced with proceeds of the Bonds, or any portion thereof, by any person other than a governmental person (as such term is used in Section 141 of the Code and applicable Treasury Regulations), in such manner or to such extent as would result either (i) in the case of Bonds purporting to be Tax-Exempt Bonds, in the loss of exclusion from gross income for federal income tax purposes of interest on such Bonds, or (ii) in the case of Bonds purporting to be Build America Bonds, in the loss of qualification of such Bonds as “qualified bonds” within the meaning of Section 54AA of the Code, or (iii) in the case of Bonds designated to be Qualified School Construction Bonds, in the loss of qualification of such Bonds and “qualified school construction bonds” within the meaning of Section 54F of the Code.

(b) Tax-Exempt Bonds, Build America Bonds and Qualified School Construction Bonds. The term “Tax-Exempt Bonds,” for purposes of this Section 13, shall mean bonds the
interest on which is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code. The term "Build America Bonds," for purposes of this Section 13, shall mean bonds that (i) meet the requirements of Section 54AA(d) of the Code in that (A) the interest on such bonds, but for Section 54AA of the Code, would be excludable from gross income for federal income tax purposes, (B) such bonds are issued before January 1, 2011, and (C) the District makes an irrevocable election to have Section 54AA apply, and (ii) meet the requirements of Section 54AA(g) of the Code in that (A) 100% of the excess of the "available project proceeds" (as defined in Section 54A of the Code) over the amounts, if any, of such proceeds deposited in a reasonably required reserve or replacement fund with respect to such bonds, are to be used for capital expenditures, and (B) the District makes an irrevocable election to have Section 54AA(g) apply. Capital expenditures shall mean expenditures that are properly treated as capital expenditures for federal income tax purposes, and shall not include interest on the Bonds to the extent such interest accrues after the completion of the acquisition or construction of property financed by the Bonds. The term "Qualified School Construction Bonds," for purposes of this Section 13, shall mean bonds (i) that meet the requirements of Section 54F of the Code, as to which the District has elected, pursuant to Section 6431(f)(3)(B) of the Code to have Section 6431(f) apply to the Bonds. If the Bonds consist of one or more Series of Tax-Exempt Bonds, one or more Series of Build America Bonds and one or more Series of Qualified School Construction Bonds, all series of Tax-Exempt Bonds shall be treated as a single issue of obligations for federal income tax purposes, (x) all Series of Build America Bonds shall be treated as a single issue of obligations for federal income tax purposes, and all Series of Qualified School Construction Bonds shall be treated as a single issue of obligations for federal income tax purposes, and (y) all the Tax-Exempt Bonds, all of the Build America Bonds and all of the Qualified School Construction Bonds shall be treated as separate issues of obligations for federal income tax purposes and, specifically, for the purposes of applying the covenants in this Section 13.

(c) **Use of Proceeds.** The District shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Bonds, determined by treating as separate issues of obligations Bonds that are Tax-Exempt Bonds and Bonds that are Build America Bonds to be "private activity bonds" within the meaning of Section 141 of the Code and applicable Treasury Regulations, and in furtherance thereof, shall not make any use of the proceeds of the Bonds or any of the property financed or refinanced with proceeds of the Bonds, or any portion thereof, that would cause the Bonds, determined by treating as separate issues of obligations Bonds that are Tax-Exempt Bonds and Bonds that are Build America Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. To that end, so long as any Bonds are outstanding, determined separately for Bonds that are Tax-Exempt Bonds and Bonds that are Build America Bonds the District, with respect to such proceeds and property, will comply with requirements of the Code and the Treasury Regulations, to the extent such requirements are, at the time, applicable and in effect. The District shall establish reasonable procedures necessary to ensure continued compliance with Section 141 of the Code and the continued qualification of all of the Bonds as "governmental bonds."

(d) **Arbitrage.** The District shall not, directly or indirectly, use or permit the use of any proceeds of any Series of the Bonds, or of any property financed or refinanced thereby, or of other funds of the District, that would cause any such series of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable Treasury Regulations, and shall
not otherwise take action, or fail to take action, if such action or failure to take action would cause any of the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and applicable Treasury Regulations. To that end, the District shall comply with all requirements of Section 148 of the Code and the Treasury Regulations to the extent such requirements are, at the time, in effect and applicable to the Bonds. The District recognizes that special rules apply to any Bonds that purport to be Qualified School Construction Bonds, including special exceptions from the arbitrage rules described in this subsection (d).

(e) Federal Guarantee. The District shall not make any use of the proceeds of the Bonds, or any other funds of the District, that would cause any of the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code, and shall not otherwise take action or fail to take action, when such action or failure to take action would cause any of the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(f) Compliance with Tax Certificate. In furtherance of the foregoing tax covenants of this Section 13, the District covenants that it will comply with the provisions of the one or more tax certificates (the “Tax Certificates”) executed in connection with the issuance of the one or more Series of Bonds, which Tax Certificates are incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Bonds.

SECTION 14. Legislative Determinations. This Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation bonds of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.


(a) Preliminary Official Statement. The form of preliminary official statement (the “Preliminary Official Statement”) relating to the Bonds on file with the Secretary of the Board, with such changes as any Authorized Officer, acting in consultation with Disclosure Counsel and Tamalpais Advisors, Inc. (the “Financial Advisor”) may approve, is hereby approved. Such Preliminary Official Statement, together with any supplements thereto, shall be in form “deemed final” by an Authorized Officer of the District for purposes of Rule 15c2-12, promulgated by the Securities and Exchange Commission (“Rule 15c2-12”), but is subject to revision, amendment and completion in a final Official Statement (the “Official Statement”). The Deputy Superintendent or the Chief Financial Officer of the District or any such officer’s designee is hereby authorized and directed, for and in the name and on behalf of the District, to deliver to Goldman Sachs & Co., Barclays Capital Inc. and Wells Fargo Securities (collectively, the “Underwriters”) said Preliminary Official Statement. The Underwriters are hereby authorized and directed to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds. Each Authorized Officer, acting singly, is hereby authorized to certify on behalf of the District that the Preliminary Official Statement is deemed
final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final
pricing, rating and related information as permitted by Rule 15c2-12).

(b) Official Statement. The Official Statement, in substantially the form of the
Preliminary Official Statement, with such changes as any Authorized Officer of the District,
acting in consultation with Disclosure Counsel and the Financial Advisor, may approve
(including all information previously permitted to have been omitted by Rule 15c2-12), which
approval shall be conclusively evidenced by execution by such Authorized Officer of the Official
Statement and delivery thereof to the Underwriters not later than the earlier of (i) the third
business day preceding the closing date or (ii) within 7 business days of the sale of the Bonds, is
hereby approved. Any Authorized Officer is hereby authorized and directed to execute such
Official Statement with such changes therein, deletions therefrom and modifications thereto as
such Authorized Officer may approve, such approval to be conclusively evidenced by the
execution and delivery thereof.

SECTION 16. Defeasance. All or any portion of the Outstanding maturities of the Tax-
Exempt Bonds, Build America Bonds or Qualified School Construction Bonds may be defeased
prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with the Treasurer an amount of cash which,
together with amounts then on deposit in the Debt Service Fund, is sufficient to pay all of the
Outstanding Tax-Exempt Bonds, Build America Bonds or Qualified School Construction Bonds,
as the case may be, designated for defeasance, including all principal, redemption premium, if
any, and interest to the redemption date; or

(b) United States Obligations/Permitted Investments: by irrevocably depositing with
the Treasurer, noncallable United States Obligations and/or other Permitted Investments,
together with cash, if required, in such amount, together with interest to accrue thereon and
monies then on deposit in the Debt Service Fund, together with the interest to accrue thereon, as
will, in the opinion of an independent certified public accountant, be fully sufficient to pay and
discharge all of the Outstanding Tax-Exempt Bonds, Build America Bonds or Qualified School
Construction Bonds, as the case may be, designated for defeasance (including all principal, and
interest and redemption premiums, if any, thereon) at or before their maturity date;

then, notwithstanding that any such defeased Tax-Exempt Bonds, Build America Bonds or
Qualified School Construction Bonds shall not have been surrendered for payment, all
obligations of the District and the City with respect to all of such defeased Outstanding Tax-
Exempt Bonds, Build America Bonds or Qualified School Construction Bonds shall cease and
terminate, except only the obligation of the City to pay or cause to be paid from funds deposited
pursuant to paragraphs (a) or (b) of this Section, to the Owners of such defeased Tax-Exempt
Bonds, Build America Bonds or Qualified School Construction Bonds not so surrendered and
paid all sums due with respect thereto.
For purposes of this Section, United States Obligations means:

(i) Non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America; and

(ii) Non-callable obligations of government sponsored agencies that are rated "AAA," by Standard & Poor's or "Aaa" by Moody's Investors Service but are not backed by the full faith and credit of the United States Government. These presently include the following: (a) Federal Home Loan Mortgage Corp. (FHLMC) Debt Obligations; (b) Farm Credit System (Formerly: Federal Land Banks, Intermediate Credit Banks, and Banks for Cooperatives) Consolidated Systemwide Bonds and Notes; (c) Federal Home Loan Banks (FHL Banks) Consolidated Debt Obligations; (d) Federal National Mortgage Association (FNMA) Debt Obligations; and (e) Resolution Funding Corp. (REFCORP) Debt Obligations.

For purposes of this Section, Permitted Investments means:

Pre-refunded fixed interest rate municipal obligations meeting the following conditions: (a) the municipal obligations are not subject to redemption prior to maturity, or the paying agent has been given irrevocable instructions concerning their calling and redemption and the District has covenanted not to redeem such obligations other than as set forth in such instructions; (b) the municipal obligations are secured by cash and/or United States Obligations; (c) the principal of and interest on the United States Obligations (plus any cash in the escrow fund or the redemption account) are sufficient to meet the liabilities of the municipal obligations; (d) the United States Obligations serving as security for the municipal obligations are held by the Treasurer or, if appointed by the Treasurer, an escrow agent or trustee; (e) the United States Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and (f) the municipal obligations are rated "AAA" by Standard & Poor's and "Aaa" by Moody's Investors Service.

SECTION 17. Rebate Fund.

(a) General. A special fund designated the "2010 San Francisco Unified School District Rebate Fund" (the "Rebate Fund") shall be created and established by the Treasurer, if and to the extent required by subsection (b)(i) of this Section. All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amount shall be free and clear of any lien hereunder and shall be governed by this Section and Section 13 hereof. The City shall be deemed conclusively to have complied with the Rebate Requirement if it follows the written requests of the District and shall have no independent responsibility to, or liability resulting from its failure to, enforce compliance by the District with the Rebate Requirement.
(b) **Deposits.**

(i) Within 45 days of the end of every fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder, and/or other amounts available therefor, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent that such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a 1½% penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) **Withdrawal Following Payment of Bonds.** Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be returned to the fund from which such deposit described in paragraph (i) of subsection (b) of this Section was made, or, if such fund is not then in existence, transferred to the general fund of the District.

(d) **Withdrawal for Payment of Rebate.** Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,
(i) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(ii) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, which shall be completed by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and shall deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amounts. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District shall withdraw the excess from the Rebate Fund and credit such excess to the fund from which such deposit was made or, if such fund is not then in existence, withdraw the excess from the Rebate Fund and credit such excess to the general fund of the District.

(h) Record Keeping. The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 18. Disclosure Dissemination Agent Agreement. The form of Disclosure Dissemination Agent Agreement attached hereto as Exhibit F is hereby approved. Any Authorized Officer of the District is hereby authorized on behalf of the District to execute the Disclosure Dissemination Agent Agreement with respect to the Bonds in substantially the form attached hereto as Exhibit F, with such changes thereto as deemed necessary in order to permit the Underwriters of the Bonds to comply with the requirements of Rule 15c2-12. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement. Any Bondholder 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. Noncompliance by the District of its obligations under this Section shall not result in acceleration of the Bonds.
SECTION 19. Notices to California Debt and Investment Advisory Commission. This Board hereby authorizes and directs the Authorized Officers to cause notices of the proposed sale and final sale and itemized costs of issuance of the Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855.

SECTION 20. Supplemental Resolutions With Consent of Owners. This Resolution, and the rights and obligations of the City, the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the District, with the written consent of Owners owning at least 60% in aggregate principal amount of the Outstanding Bonds of the affected Series, exclusive of Bonds, if any, owned by the City or the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and materially adversely affected by such amendment or modification.

SECTION 21. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

(a) To add to the covenants and agreements of the City or the District in this Resolution, other covenants and agreements to be observed by the City or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the City or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) To confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Owners.

SECTION 22. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds of the affected Series and shall not be deemed an infringement of any of the provisions hereof, whatever the character of such act may be, and may be done and performed as fully and freely as
if expressly permitted by the terms hereof, and after consent relating to such specified matters
has been given, no Owner shall have any right or interest to object to such action or in any
manner to question the propriety thereof or to enjoin or restrain the City or the District or any
officer of either from taking any action pursuant thereto.

SECTION 23. Authorized Actions. All actions heretofore taken by the officers and
agents of the District with respect to the sale and issuance of the Bonds are hereby approved,
confirmed and ratified, and the officers of the Board and District officials and staff are hereby
authorized and directed, jointly and severally, for and in the name and on behalf of this District,
to do any and all things and take any and all actions and execute and deliver any and all
certificates, agreements and other documents, including but not limited to those described herein,
which they may deem necessary or advisable in order to consummate the lawful issuance and
delivery of the Bonds in accordance with and otherwise to carry out, give effect to and comply
with the terms and intent of this Resolution.

SECTION 24. Bond Counsel, Disclosure Counsel, Financial Advisor and
Underwriters. Sidley Austin LLP was appointed Bond Counsel and Disclosure Counsel,
Tamalpais Advisors, Inc. was appointed Financial Advisor and Goldman, Sachs & Co., Barclays
Capital Inc. and Wells Fargo Securities were appointed Underwriters in connection with the
District’s execution and delivery of the Bonds. The Deputy Superintendent or the Chief Financial
Officer are hereby authorized to enter into agreements for such services on behalf of the District
with Bond Counsel, Disclosure Counsel, the Financial Advisor and the Underwriters as may be
necessary or appropriate.

SECTION 25. Citizens’ Oversight Committee. This Board certifies that it has
established and appointed an independent citizens’ oversight committee pursuant to
Section 15278 of the State Education Code, to inform the public concerning the expenditure of
proceeds of the Bonds by the date specified in such Section 15278.

SECTION 26. Bond Accountability Reports. This Board certifies that it will conduct
an annual, independent performance audit to ensure that the funds approved by the voters have
been expended only for the purposes authorized by Proposition A. This Board further certifies it
will conduct an annual, independent financial audit of the proceeds from the sale of the Bonds
(for which a separate account or accounts shall be created) until all of the proceeds of the Bonds
have been expended for such authorized school facilities projects in accordance with
Section 1(b) of Article XIII A of the State Constitution, Section 15264 et seq. of the State
Education Code and Section 53410 of the State Government Code.

SECTION 27. Delivery of Certified Copy of Resolution to the City Office of Public
Finance, Superintendent of Schools, City Auditor and Treasurer. The Secretary of this
Board is hereby directed to provide a certified copy of this Resolution to the City Office of
Public Finance within 10 business days of adoption and the Authorized Officer is hereby directed
to deliver the final debt service schedule for the Bonds to the City Office of Public Finance
within five business days of executing the Bond Purchase Agreement, with a request that the ad
valorem property tax be levied and collected pursuant to Section 15250 of the State Education
Code.
The Secretary of this Board is also directed pursuant to Section 15140(c) of the State Education Code to provide a certified copy of this Resolution, and a copy of the debt service schedule, to the City and County of San Francisco Superintendent of Schools, the City Auditor and the Treasurer.

SECTION 28. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Board of Education of the San Francisco Unified School District, City and County of San Francisco, this 27th day of April, 2010 by the following vote:

AYES: ____________________

NAYES: ____________________

ABSENT: ____________________

ABSTENTIONS: ____________________

______________________________
President, Board of Education
San Francisco Unified School District

Attest: ____________________
Secretary, Board of Education
San Francisco Unified School District
EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT
$_____
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(City and County of San Francisco, California)
(Proposition A, Election of 2006)
General Obligation Bonds,
Series [C][D][E] (2010)
[(Tax-Exempt)] [(Federally Taxable Build America Bonds)]
[(Federally Taxable Qualified School Construction Bonds)]

BOND PURCHASE AGREEMENT
_______, 2010

San Francisco Unified School District
c/o __________
555 Franklin Street
3rd Floor
San Francisco, California 94102

Ladies and Gentlemen:

The undersigned, __________, on its own behalf and as representative (the "Representative") of the Underwriters identified on the signature page hereof (collectively, the "Underwriters"), hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the San Francisco Unified School District (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Underwriters. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to us at or prior to 11:59 PM, California Time, on the date hereof.

1. Purchase and Sale of the Bonds.

A. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of the District’s San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2006) General Obligation Bonds, Series [C][D][E] (2010) [(Tax-Exempt)][(Federally Taxable Build America Bonds)][(Federally Taxable Qualified School Construction Bonds)] (the "Bonds") in an aggregate principal amount of $_____. The Bonds shall be issued in the form of current interest bonds in such principal amounts as set forth in Exhibit A hereto and shall be issued in fully registered form in the authorized denominations of $5,000 or any integral multiple thereof. The Bonds shall bear interest payable from the date thereof and such interest shall be payable on each ______ and _______ [and on the stated maturity date of the Bonds], commencing ________, 2010.
B. The Underwriters shall purchase the Bonds at a price of $\text{_______}$ (the "Purchase Price") (which represents the aggregate principal amount of the Bonds, plus net original issue premium of $\text{_______}$, and less an Underwriters’ discount in the amount of $\text{_______}$). From the Purchase Price for the Bonds, the Underwriters shall withhold and hereby agree to wire on the Closing Date (as defined below) $\text{_______}$ in immediately available funds to Wells Fargo Bank, N.A., as costs administrator, to pay the costs of issuance of the Bonds as provided in Section 12 of this Purchase Agreement.

C. Any authority, discretion, or other power conferred upon the Underwriters by this Purchase Agreement shall be exercised by the Representative alone.

2. The Bonds.

A. The Bonds shall be dated their date of delivery, shall bear interest at the rate, shall mature in the year and amount and shall have the redemption provisions as set forth in Exhibit A hereto. [The District shall designate the Bonds as “Build America Bonds” (“Build America Bonds”) pursuant to Section 54AA(g) of the Internal Revenue Code of 1986 (the “Code”).] [The District shall designate the Bonds as “qualified school construction bonds” (“Qualified School Construction Bonds”) pursuant to Section 54F(a) of the Internal Revenue Code of 1986 (the “Code”) and as “specified tax credit bonds” for purposes of Section 6431 of the Code pursuant to Section 6431(f)(3) of the Code.] The Bonds shall otherwise be as described in, and shall be issued and secured pursuant to the provisions of (i) Section 1(b)(3) of Article XIII A of the State Constitution, Title 1, Division 1, Part 10, Chapters 1 and 1.5 of the California Education Code, as amended and other applicable law (collectively, the “Bond Law”), and (ii) a Resolution of the Board of Education of the District (the “Board of Education”), adopted on April 27, 2010 which authorizes the issuance of the Bonds and certain related documents and actions (the “Resolution”).

B. Upon the written acceptance of this Purchase Agreement by the District, the Representative, on behalf of the Underwriters, shall deliver, within twenty-four (24) hours of such acceptance, by federal funds wire transfer (to the District’s account at a bank having an office located in the State of California and having a demand account relationship with the District and payable in immediately available funds), for the account of the District, the amount of $\text{_______}$ Dollars ($\text{_______}$), as a good-faith deposit (“Good Faith Deposit”) for the performance by the Underwriters of their obligations to accept and pay for the Bonds at Closing (as defined herein) in accordance with the provisions of this Purchase Agreement. Upon receipt, such amount shall be held by the District pending Closing (except as provided below), although the proceeds thereof may be invested by the District pending the Closing. At the Closing, the Underwriters shall pay or cause to be paid the Purchase Price of the Bonds, less the amount of such Good Faith Deposit, without accrued interest, and thereupon the District shall apply the amount of the Good Faith Deposit, to the payment of the balance of such Purchase Price. In the event of the District’s inability to deliver the Bonds at the Closing, or if the District is unable to satisfy the conditions to the Underwriters’ obligations contained herein (unless such conditions are waived by the Underwriters), or if the Underwriters’ obligations shall be terminated for any reason permitted hereby, the
District shall forthwith return the amount of the Good Faith Deposit, without accrued interest, to the Representative immediately and such return shall constitute a full release and discharge of all claims by the Underwriters against the District arising out of the transactions contemplated by this Purchase Agreement. In the event that the Underwriters fail (other than for a reason permitted hereby) to accept and pay for the Bonds at the Closing as herein provided, the proceeds of the Good Faith Deposit, shall be retained and applied by the District in full and complete liquidated damages (and not as a penalty) for such failure and as a discharge of all damages suffered on the part of the District as a result of such failure.

C. The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement, the Bond Law and the Resolution. The Bonds shall be in definitive form, shall bear CUSIP numbers and shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”).

3. Use of Documents. The District hereby authorizes the Underwriters to use, in connection with the offer and sale of the Bonds, the Resolution, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (both as defined herein), and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriters in connection with the transactions contemplated by this Purchase Agreement.

4. Public Offering of the Bonds. The Underwriters agree to make a bona fide public offering of all the Bonds at the initial public offering prices or yields as set forth in Exhibit A hereto. Subsequent to such initial public offering, the Underwriters reserve the right to change such initial public offering prices or yields as they deem necessary in connection with the marketing of the Bonds.


A. The Underwriters hereby represent that they have received and reviewed the official statement in preliminary form with respect to the Bonds, dated _____, 2010 (the “Preliminary Official Statement”), in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction. The District represents that it has deemed the Preliminary Official Statement to be final as of its date, except for either revisions to or additions of the initial public offering prices, interest rates, yields, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings, credit enhancement and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (“Rule 15c2-12”).

B. The Underwriters agree that prior to the time the final official statement (the “Official Statement”) relating to the Bonds is available, the Underwriters will make available to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary
Official Statement shall be sent by first class mail (or other equally prompt means) or electronic copy posted on an accessible website not later than the next business day following the date upon which each such request is received.

C. The Underwriters agree to file the Official Statement with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing Date (as defined below).

D. References herein to the Preliminary Official Statement and the Official Statement include the cover page through all appendices, exhibits, reports and statements included therein or attached thereto, as the same may be amended or supplemented from time to time.

6. Closing.

A. At 8:00 a.m., California Time, on ,2010, or at such other time or on such other date as shall have been mutually agreed upon by the parties hereto (the “Closing,” or the “Closing Date”), the District will direct the Treasurer-Tax Collector (the “Treasurer”) of the City and County of San Francisco (the “City”), as paying agent and registrar for the Bonds (the “Paying Agent”), to deliver to the account of the Representative, through the facilities of DTC in New York, New York, or at such other place as the District and the Underwriters may mutually agree upon, the Bonds duly executed and in fully registered, book-entry form, and will cause the other documents hereinafter mentioned pertaining to the Bonds to be delivered at the offices of Sidley Austin LLP, Bond Counsel to the District (“Bond Counsel”) in San Francisco, California or at such other place as shall have been mutually agreed upon by the parties hereto.

B. Upon fulfillment of all conditions to Closing herein, the Underwriters will accept such delivery and pay the Purchase Price thereof in immediately available funds (by check, wire transfer or such other manner of payment as the Underwriters and the _______ of the District shall reasonably agree upon) to the order of the District and Wells Fargo Bank, N.A., as costs administrator, as provided by Section 1 hereof, less the Good Faith Deposit, as provided by Section 2 hereof.

7. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriters that:

A. The District is a unified school district validly existing under the laws of the State of California (the “State”), with the power to issue the Bonds pursuant to the Bond Law;

B. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to execute and deliver this Purchase Agreement and the Continuing Disclosure Certificate (as defined below), to adopt the Resolution, to issue and to deliver the Bonds and to perform its obligations under each such document or instrument (collectively, the “District Documents”), and to carry out
and effectuate the transactions contemplated by the District Documents; (iii) the execution and delivery or adoption of, and the performance by the District of its obligations contained in, the Bonds and the other District Documents have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement constitutes, and each of the Bonds, when issued, authenticated, delivered and sold to the Underwriters as provided herein, and the other District Documents, when duly executed and delivered, will constitute, a valid and legally binding obligation of the District, enforceable against the District in accordance with its terms; and (v) the District has duly authorized the consummation by it of all transactions contemplated by the District Documents;

C. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriters may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;

D. The District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would adversely affect the transactions contemplated hereby, a default or event of default by the District under any of the foregoing;

E. The issuance of the Bonds, the execution, delivery and performance of the District Documents, and the compliance with the provisions of the District Documents do not conflict with or result in on the part of the District a violation or breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, where such conflict, violation, breach or default, individually or in the aggregate, shall result in a material adverse change to the District that materially and adversely affects the ability of the Underwriters to market the Bonds or enforce contracts of sale on the Bonds;

F. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending (in which service of process has been completed against the District) or, to the best knowledge of the District, threatened against the District: (i) in
any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy of any taxes contemplated by the Resolution, or in any way contesting or affecting the validity or enforceability of the Bonds or the other District Documents or contesting the powers of the District or its authority with respect to the Bonds or the other District Documents; (iii) contesting the completeness or accuracy of the Preliminary Official Statement; or (iv) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by the District Documents, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes or the exemption of the interest paid on the Bonds from State personal income taxation;
K. Any certificates signed by any officer of the District and delivered to the Underwriters shall be deemed a representation and warranty by the District to the Underwriters, but not by the person signing the same in such person's individual capacity, as to the statements made therein;

L. Preparation and distribution of the Official Statement has been duly authorized by the District, and at the time of delivery of the Official Statement (or in the case of any amendment to the Official Statement pursuant to Section 7. M. of this Purchase Agreement, at the time of the delivery of the Official Statement, as amended) to the Underwriters and at all times subsequent thereto up to and including the Closing Date, the information contained therein (excluding the statements and information in Appendix — “BOOK-ENTRY ONLY SYSTEM” and any information provided by the Underwriters in writing for inclusion in the Official Statement) will be true and correct in all material respects and such information will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

M. The District agrees that if at any time before the Closing any event occurs as a result of which the Official Statement as then in effect would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, then the District shall promptly prepare or cause to be prepared and furnish (at the expense of the District) an amendment or supplement to the Official Statement that will correct such statement or omission. The District will advise the Underwriters promptly of any proposal to so amend or supplement the Official Statement and will effect such amendment or supplement in a form and manner approved by the Underwriters;

N. The audited financial statements of the District for the fiscal year ended June 30, 2009 (selected information from which is included as Appendix to the Official Statement) were prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial position and results of operation of the District for the period and at the date set forth therein, and there has been no material adverse change in the business, affairs, financial position, results of operations or condition, financial or otherwise, of the District since the date of such financial statements, except as otherwise disclosed in the Official Statement; and

O. The Resolution has been duly adopted, has not been modified, repealed or rescinded in any respect, and is in full force and effect.

8. Covenants of the District. The District covenants and agrees with the Underwriters that:

A. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriters if and as the Underwriters may reasonably request in order to qualify the Bonds for offer and sale under the Blue
Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

B. The District hereby agrees to deliver or cause to be delivered to the Underwriters, not later than the earlier of (i) the third (3rd) business day preceding the Closing Date or (ii) the seventh (7th) business day following the date this Purchase Agreement is signed, the Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriters and the District, (a) in “designated electronic format” (as defined in Rule G-32 of the Municipal Securities Rulemaking Board), and (b) in printed form in such reasonable quantities as may be requested by the Underwriters in order to permit the Underwriters to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board;

C. The District hereby agrees to promptly notify the Underwriters of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is twenty-five (25) days following the Closing;

D. If at any time prior to the expiration of 25 days following the “end of the underwriting period” (as defined in Rule 15c2-12), any event known to the District relating to or affecting the District or the Bonds occurs which might cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, the District will promptly notify the Underwriters in writing of the circumstances and details of such event. If, as a result of such event or any other event, it is necessary, in the reasonable opinion of Sidley Austin LLP, Disclosure Counsel to the District (“Disclosure Counsel”), or the Underwriters, to amend or supplement the Official Statement so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and if either shall have so advised the District, the District will forthwith cooperate with the Underwriters in the prompt preparation and furnishing to the Underwriters, at the expense of the District, of a reasonable number of copies of an amendment of or a supplement to the Official Statement, in form and substance satisfactory to the Underwriters, which will so amend or supplement the Official Statement so that, as amended or supplemented, it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The District will presume that unless otherwise notified in writing by the Underwriters, the end of the underwriting period will occur on the date of delivery of the Bonds; and

E. To assist the Underwriters in complying with Rule 15c2-12 and for the benefit of the holders and beneficial owners of the Bonds, the District will undertake to
provide annual reports and notices of certain events pursuant to a continuing disclosure certificate dated the date of Closing (the "Continuing Disclosure Certificate").

9. **Representations, Warranties and Agreements of the Underwriters.** The Underwriters represent to and agree with the District that, as of the date hereof and as of the date of Closing:

   A. The Representative is duly authorized and has been duly authorized by the Underwriters, pursuant to an agreement among the Underwriters (the "AAU"), to execute this Purchase Agreement, to act hereunder on behalf of the Underwriters and to take all actions, and waive any condition or requirement, required or permitted to be taken or waived hereunder by the Representative or the Underwriters; and

   B. Based on representations in the AAU, the Underwriters have, and have had, no financial advisory relationship (as such term is defined in California Government Code Section 53590) with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with any of the Underwriters has or has had any such financial advisory relationship (as such term is defined in California Government Code Section 53590).

10. **Conditions to Closing.** The Underwriters have entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriters’ obligations under this Purchase Agreement are and shall be subject, at the option of the Underwriters, to the following further conditions at the Closing:

   A. The representations and warranties of the District contained herein shall be true, complete and correct at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriters at the Closing pursuant hereto shall be true, complete and correct on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;

   B. At the time of the Closing, (i) the District Documents shall be in full force and effect and the Resolution and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the parties hereto; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; (iii) the District shall have adopted, and there shall be in full force and effect such additional resolutions, agreements, opinions and certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the interest on the Bonds), to establish the status of the Bonds as "Build America Bonds" under the Code, to establish the status of the Bonds as "Qualified School Construction Bonds" under the Code), which resolutions, agreements, opinions and certificates shall be satisfactory in form and substance to Bond Counsel to the District and to the
Underwriters, and there shall have been taken in connection therewith and in connection with the execution and delivery of the Bonds all such actions as shall, in the reasonable opinion of each, be necessary in connection with the transactions contemplated hereby; (iv) all actions under the Resolution which, in the opinion of Bond Counsel to the District, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; (v) the Bonds shall have been duly authorized, executed and delivered; and (vi) the District shall perform or have performed all of its obligations required under or specified in the District Documents to be performed at or prior to the Closing;

C. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, be pending (in which service of process has been completed against the District) or threatened which has any of the effects described in Section 7. F. hereof or contests in any way the completeness or accuracy of either of the Official Statement;

D. Between the date hereof and the Closing, the market for or the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:

(1) legislation enacted by the Congress of the United States, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Resolution is not exempt from qualification under the Trust Indenture Act of 1939, as amended;

(2) the declaration of war or engagement in major military hostilities or escalation of hostilities by the United States or the occurrence of any other
national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction, or a material disruption in commercial banking or securities settlement or clearance services shall have occurred;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the Federal securities laws, as amended and then in effect or any proceeding shall have been commenced, against the District, in connection with Bonds or obligations of the general character of the Bonds of the District, by the Securities and Exchange Commission or other governmental agency having jurisdiction over the issue, offering or sale thereof;

(6) any rating of the Bonds or other debt obligations of the District has been downgraded, suspended or withdrawn by a national rating service or a negative qualification (e.g., "credit watch" or "negative outlook" designation) or other announcement made by a national rating service that the Bonds or other debt obligations of the District are under review without indication of a potentially favorable result, which, in the reasonable opinion of the Representative, materially adversely affects the marketability or market price of the Bonds;

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriters, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or
(8) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the District.

E. At or prior to the date of the Closing, the Underwriters shall have received the following documents, in each case dated as of the Closing Date unless otherwise specified herein and satisfactory in form and substance to the Underwriters:

(1) The approving opinion of Bond Counsel with respect to the Bonds, dated the Closing Date and addressed to the District, substantially in the form attached as Appendix ___ to the Preliminary Official Statement;

(2) A reliance letter from Bond Counsel to the effect that the Underwriters may rely upon the approving opinion of Bond Counsel described in E. (1) above;

(3) A supplemental opinion of Bond Counsel in a form acceptable to the Underwriters, dated the Closing Date and addressed to the Underwriters, to the effect that:

   (i) this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereto, if any, constitute valid and binding obligations of the District, enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles (regardless of whether such enforceability is considered in equity or at law), to the exercise of judicial discretion in appropriate cases and the limitation on legal remedies against school districts in the State;

   (ii) the statements contained in the Preliminary Official Statement and the Official Statement on the cover and in the sections entitled: “INTRODUCTION – Authority for Issuance” and “– Security for the Bonds”; “THE BONDS”; “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – General”; “TAX MATTERS” and “APPENDIX ___ – PROPOSED FORMS OF OPINIONS OF BOND COUNSEL” insofar as such statements purport to expressly summarize certain provisions of the Resolution, the Bonds and the opinion of Bond Counsel with respect to the Bonds present a fair and accurate summary of such matters and opinions; and

   (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;
(4) A certificate signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, the Official Statement and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct as of the date of Closing, (iii) the District has complied with all the terms of the District Documents to be complied with by the District prior to or concurrently with the Closing and the District Documents are in full force and effect, (iv) no litigation is pending (with service of process having been accomplished) or, to the best of the District’s knowledge, threatened (either in state or federal courts): (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Official Statement, the Continuing Disclosure Certificate or this Purchase Agreement, or (C) in any way contesting the existence or powers of the District; (v) such official has reviewed the Preliminary Official Statement and the Official Statement and on such basis certifies that as of the date of the Preliminary Official Statement and the date hereof the Preliminary Official Statement did not contain, and that as of the date of the Official Statement and as of the Closing Date the Official Statement did not and does not contain, any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, (vi) each of the conditions listed in Section 10 of this Purchase Agreement required to be satisfied by the District has been satisfied on the date thereof and the District is not aware of any other condition of this Purchase Agreement that has not been satisfied on the date thereof, and (vii) the Bonds being delivered on the date of the Closing to the Underwriters under this Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution, the Official Statement and this Purchase Agreement;

(5) The Continuing Disclosure Certificate signed by an appropriate official of the District and in form and substance reasonably satisfactory to the Underwriters;

(6) A certificate signed by an appropriate official of the City to the effect that such official has reviewed the section in the Preliminary Official Statement and the Official Statement entitled “CITY AND COUNTY INVESTMENT POOL” and on such basis certifies that such section does not contain any untrue statements of a material fact or omit to state a material fact concerning the City required to be stated therein or necessary to make the statements concerning the City therein, in light of the circumstances in which they were made, not misleading;

(7) A certificate of the Paying Agent, or its agent, as applicable, dated the date of the Closing, signed by a duly authorized officer of the Paying Agent, or its agent, as applicable, and in form and substance satisfactory to the Underwriters;
(8) A tax certificate of the District in form satisfactory to Bond Counsel with respect to the Bonds;

(9) [Evidence satisfactory to the Underwriters of the formal election by the District to designated the Bonds as “Build America Bonds” pursuant to Section 54AA of the Code;][Evidence satisfactory to the Underwriters of the formal election by the District to designated the Bonds as “Qualified School Construction Bonds” pursuant to Section 54F(a) of the Code and as “specified tax credit bonds” for purposes of Section 6431 of the Code pursuant to Section 6431(f)(3) of the Code;]

(10) Evidence satisfactory to the Underwriters that the Bonds shall have been rated “____” by Standard & Poor’s Ratings Services and “____” by Moody’s Investors Service (or such other equivalent rating as such rating agency may give) and that such ratings have not been revoked or downgraded;

(11) The opinion of General Counsel to the District, addressed to the District and the Underwriters, dated the Closing Date, to the effect that:

(i) the District is a unified school district validly existing under the Constitution and the laws of the State;

(ii) the District has the full right and lawful authority to enter into and perform its duties and obligations under the District Documents and to authorize the issuance and sale of the Bonds;

(iii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending, or to such counsel’s knowledge, threatened against the District contesting in any way the completeness or accuracy of the Official Statement or the due adoption of the Resolution, and there is no breach or default by the District under any other instruments which is caused by the issuance of the Bonds or the execution and delivery of this Purchase Agreement or the Continuing Disclosure Certificate;

(iv) General Counsel to the District is not representing the District in connection with any litigation of any nature to restrain or enjoin the execution, delivery or performance of the District Documents, the Bonds or any of the proceedings taken with respect to the issuance of the Bonds, the application of monies to the payment of the Bonds or in any manner questioning the proceedings and authority under which the Bonds were authorized or challenging the validity of the Bonds, the existence or boundaries of the District or the title of the officials of the District who have acted with respect to the proceedings for the issuance of the Bonds on behalf of the District to their respective offices; and

(v) the Preliminary Official Statement and the Official Statement has been duly approved by the District; and
(vi) the information in the Preliminary Official Statement did not as of the date of the Preliminary Official Statement and as of the date hereof contain, and the information in the Official Statement as of the date thereof and as of the Closing Date did not and does not contain, an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein pertaining to the District, in light of the circumstances under which they were made, not misleading;

(12) The opinion of Orrick, Herrington & Sutcliffe LLP, counsel for the Underwriters ("Underwriters' Counsel"), dated the date of Closing and addressed to the Underwriters, satisfactory in form and substance to the Underwriters;

(13) The opinion of Disclosure Counsel substantially in the form attached hereto as Exhibit B, subject to the satisfaction of the Underwriters, dated the date of Closing and addressed to the District and a reliance letter from Disclosure Counsel addressed to the Underwriters to the effect that the Underwriters may rely upon the opinion of Disclosure Counsel;

(14) A certificate, together with a fully executed copy of the Resolution, of the Secretary of the Board of Education to the effect that:

(i) such copy is a true and correct copy of such Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(15) A certificate, together with a fully executed copy of the resolution of the Board of Supervisors of the City, adopted on December 12, 2006, authorizing the District to issue and sell bonds on its own behalf and without further action by the Board of Supervisors, of the Clerk of the Board of Supervisors to the effect that:

(i) such copy is a true and correct copy of such resolution; and

(ii) that such resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(16) A certificate of the appropriate official of the District evidencing the District's determination respecting the Preliminary Official Statement in accordance with Rule 15c2-12;

(17) A transcript of all proceedings relating to the authorization, issuance and delivery of the Bonds; and
(18) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriters may reasonably request to evidence compliance (i) by the District and the Paying Agent with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, and (iii) the due performance or satisfaction by the District and the Paying Agent at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by them.

If the District shall be unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters’ obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriters at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or electronic communication, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Representative in writing at its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriters of their obligations hereunder and (ii) receipt by the District and the Underwriters of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Expenses.** On the Closing Date, the Underwriters will wire $ from the proceeds of the Bonds and as a portion of the Purchase Price of the Bonds as provided in Section 1 hereof to Wells Fargo Bank, N.A., as costs administrator, to be used to pay costs of issuance of the Bonds, including, but not limited to the following at the direction of the District: (i) the costs of the preparation and reproduction of the Resolution; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for Bond ratings, including all necessary expenses for travel outside of California; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement, and any supplement or amendment thereto; (vi) the initial fees of the Paying Agent; and (vii) all other fees and expenses incident to the issuance and sale of the Bonds or the performance of its obligations hereunder. All out-of-pocket expenses of the Underwriters, including California Debt and Investment Advisory Commission fees, CUSIP Service Bureau registration fees, Municipal Securities Rulemaking Board fees, expenses for travel and other expenses of the Underwriters, shall be paid by the Underwriters; provided, however, that (i) the District shall pay for expenses incurred on behalf of the District employees in connection with implementing this Purchase Agreement, including, but not limited to, meals, transportation, and lodging of those employees, if any, and (ii) if: (A) the Bonds are not delivered to the Underwriters by the District (unless such delivery is prevented by the Underwriters’ default under this Purchase Agreement, in which case the Underwriters shall pay such costs and expenses); (B) the District is unable to satisfy the conditions in Section 10; or (C) the District is unable to fulfill their obligations set forth in this Purchase Agreement, the District shall reimburse the Underwriters for all of the foregoing expenses.
13. **Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the _________ of the San Francisco Unified School District, 555 Franklin Street, 3rd Floor, California 94102, or if to the Underwriters, to _________, ______________, ________, California ______, Attention: ________.

14. **Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriters with respect to the Bonds. This Purchase Agreement is made solely for the benefit of the District and the Underwriters (including the successors or assigns of the Underwriters). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive, unless waived by the Underwriters, regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriters, (b) delivery of and payment by the Underwriters for the Bonds hereunder and (c) any termination of this Purchase Agreement.

16. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.
17. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State applicable to contracts made and performed in such State.

Very truly yours,

_____________, on its own behalf and as representative of ___________ and ___________.

By: ____________________________

_____________, as Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: ____________________________
EXHIBIT A

MATURITY SCHEDULE AND REDEMPTION PROVISIONS

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(City and County of San Francisco, California)
(Proposition A, Election of 2006)
General Obligation Bonds,
Series [C][D][E] (2010)
[(Tax-Exempt)] [(Federally Taxable Build America Bonds)]
[(Federally Taxable Qualified School Construction Bonds)]

$________ Serial Bonds

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<th>Maturity</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Price or Yield</th>
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</table>

*Yield to first optional call.

$________ ____.% Term Bonds due _______, 20__ – Price or Yield ________%
EXHIBIT B
FORM OF OPINION OF DISCLOSURE COUNSEL

__________, 2010

Board of Education
San Francisco Unified School District
San Francisco, California

Ladies and Gentlemen:

Very truly yours,
## EXHIBIT B
### COSTS OF ISSUANCE

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<tr>
<th>Description</th>
<th>ESTIMATED</th>
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<tr>
<td>BOND AND DISCLOSURE COUNSEL: SIDLEY AUSTIN - Fee</td>
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<td>PAYING AGENT (CITY AND COUNTY OF SF TREASURER'S OFFICE)</td>
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<td>MAYOR'S OFFICE OF PUBLIC FINANCE</td>
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<td>CITY CONTROLLER'S OFFICE</td>
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<td>UNDERWRITING FEES: Tax Exempt Series</td>
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<td>UNDERWRITING FEES: Qualified School Construction Bonds (QSCBs)</td>
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<td>UNDERWRITING FEES: Build America Bonds (BABs)</td>
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<td>UNDERWRITING EXPENSES:</td>
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<td><strong>Grand Total, All Costs</strong></td>
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SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA)
(PROPOSITION A, ELECTION OF 2006)
GENERAL OBLIGATION BOND, SERIES C (2010)
(FEDERALLY TAXABLE QUALIFIED SCHOOL CONSTRUCTION BOND)

INTEREST RATE: ___% per annum
MATURET DATE: __________, ___
DATED: __________, 2010
CUSIP NO:

REGISTERED OWNER: CEDE & CO.

The San Francisco Unified School District (the “District”) in the City and County of San Francisco (the “City”), California, for value received, promises to pay to the Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on ___ and ___ of each year, commencing ___, 2010 (the “Bond Payment Dates”). This Bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the close of business on the 1st day of the calendar month in which any Bond Payment Date occurs (the “Record Date”) to such Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before ___, 2010, in which event it shall bear interest from __________. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor bonds) is registered (the “Owner”) on the Bond Register maintained by the Bond Registrar, initially the Treasurer and Tax Collector of the City. Principal is payable upon presentation and surrender of this bond at the office of the Bond Registrar in the City. Interest is payable by check mailed by the Bond Registrar on each Bond Payment Date to the Owner of this Bond (or one or more predecessor bonds) as shown and at the address appearing on the Bond Register at the Record Date. The Owner of Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.
This Bond is one of an authorization of $450,000,000 of bonds approved to modernize and repair up to 64 additional school facilities to health, safety, instructional and accessibility standards, and where applicable, replace portable trailers with permanent classrooms, upgrade bathrooms, science labs, plumbing, electrical and other building systems, replace heating and ventilation systems, and renovate classrooms, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite minimum 55% approving vote of the electors of the District cast at a duly called election held on November 7, 2006 upon the question of issuing bonds in the amount of $450,000,000, and the resolution of the Board of Education of the District adopted on April 27, 2010 (the “Bond Resolution”). This Bond and the issue of which this Bond is one are statutory obligations of the District payable as to both principal and interest from the proceeds of the levy of ad valorem property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount (except for certain personal property that is taxed at limited rates). No part of any fund of the City is pledged or obligated to the payment of the Bonds of this issue.

This Bond is exchangeable and transferable for Bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the office of the Bond Registrar, by the Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment signed by the Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required to transfer or exchange any Bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

This Bond is not subject to optional or mandatory sinking fund redemption prior to its stated maturity.

As required under applicable federal tax law, this Bond shall be subject to extraordinary mandatory redemption, in whole or in part, on __________, 2013, or in the event of an extension negotiated with the Internal Revenue Service, on any date that occurs on or before __________, 20__, at a redemption price equal to the principal amount of this Bond, together with accrued interest, if any, to the redemption date, in an amount computed by reference to the unexpended proceeds of the Bonds.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Owners,
and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation Bonds of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting _ad valorem_ property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.
IN WITNESS WHEREOF, San Francisco Unified School District, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

[SEAL]

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: ________________________________
    President, Board of Education

COUNTERSIGNED:

By: ________________________________
    Secretary, Board of Education
CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on ____________.

By: ________________________________

Treasurer and Tax Collector of the
City and County of San Francisco

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): __________________________ this Bond and irrevocably constitutes and appoints attorney to transfer this Bond on the books for registration thereof, with full power of substitution in the premises.

Dated: ____________________________

Signature Guaranteed:

______________________________
Commercial bank, trust company or member of a national securities exchange.

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: ____________.

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

C-5
EXHIBIT D

[TO BE REVISED WHEN STRUCTURE FINALIZED]

(Form of Build America Bond)

REGISTERED NO. $ 

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA)
(PROPOSITION A, ELECTION OF 2006)
GENERAL OBLIGATION BOND, SERIES D (2010)
(FEDERALLY TAXABLE BUILD AMERICA BOND)

INTEREST RATE: MATURITY DATE: DATED: CUSIP NO:
__% per annum _________, ___ 2010 

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The San Francisco Unified School District (the “District”) in the City and County of San Francisco (the “City”), California, for value received, promises to pay to the Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on ___ and ___ of each year, commencing _____, 2010 (the “Bond Payment Dates”). This Bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the close of business [on the 1st day of the calendar month in which any Bond Payment Date occurs] (the “Record Date”) to such Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before _____, 2010, in which event it shall bear interest from __________. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor bonds) is registered (the “Owner”) on the Bond Register maintained by the Bond Registrar, initially the Treasurer and Tax Collector of the City. Principal is payable upon presentation and surrender of this bond at the office of the Bond Registrar in the City. Interest is payable by check mailed by the Bond Registrar on each Bond Payment Date to the Owner of this Bond (or one or more predecessor bonds) as shown and at the address appearing on the Bond Register at the Record Date. The Owner of Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.
This Bond is one of an authorization of $450,000,000 of bonds approved to modernize and repair up to 64 additional school facilities to health, safety, instructional and accessibility standards, and where applicable, replace portable trailers with permanent classrooms, upgrade bathrooms, science labs, plumbing, electrical and other building systems, replace heating and ventilation systems, and renovate classrooms, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite minimum 55% approving vote of the electors of the District cast at a duly called election held on November 7, 2006 upon the question of issuing bonds in the amount of $450,000,000, and the resolution of the Board of Education of the District adopted on April 27, 2010 (the “Bond Resolution”). This Bond and the issue of which this Bond is one are statutory obligations of the District payable as to both principal and interest from the proceeds of the levy of ad valorem property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount (except for certain personal property that is taxed at limited rates). No part of any fund of the City is pledged or obligated to the payment of the Bonds of this issue.

This Bond is exchangeable and transferable for Bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the office of the Bond Registrar, by the Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment signed by the Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required to transfer or exchange any Bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

[ADD REDEMPTION PROVISIONS]

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation Bonds of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or
constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.
IN WITNESS WHEREOF, San Francisco Unified School District, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

[SEAL]

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: ________________________________
    President, Board of Education

COUNTERSIGNED:

By: ________________________________
    Secretary, Board of Education
CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on

By: ________________________________
    Treasurer and Tax Collector of the
    City and County of San Francisco

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): ____________________________ this Bond and irrevocably constitutes and appoints attorney to transfer this Bond on the books for registration thereof, with full power of substitution in the premises.

Dated: ____________________________

Signature Guaranteed:

__________________________
Commercial bank, trust company or member
of a national securities exchange.

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: ____________________________.

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.
EXHIBIT E

[TO BE REVISED WHEN STRUCTURE FINALIZED]

(Form of Tax-Exempt Bond)

REGISTERED
NO.

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA)
(PROПOSITION A, ELECTION OF 2006)
GENERAL OBLIGATION BOND, SERIES E (2010)
(TAX-EXEMPT)

INTEREST RATE:    MATURITY DATE:    DATED:    CUSIP NO:
                 __15, __15, 2010

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The San Francisco Unified School District (the “District”) in the City and County of San Francisco (the “City”), California, for value received, promises to pay to the Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on __15 and __15 of each year, commencing __15, 2010 (the “Bond Payment Dates”). This Bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the close of business on the [1st day of the calendar month in which any Bond Payment Date occurs] (the “Record Date”) to such Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before __, 2010, in which event it shall bear interest from __________. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor bonds) is registered (the “Owner”) on the Bond Register maintained by the Bond Registrar, initially the Treasurer and Tax Collector of the City. Principal is payable upon presentation and surrender of this bond at the office of the Bond Registrar in the City. Interest is payable by check mailed by the Bond Registrar on each Bond Payment Date to the Owner of this Bond (or one or more predecessor bonds) as shown and at the address appearing on the Bond Register at the Record Date. The Owner of Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.
This Bond is one of an authorization of $450,000,000 of bonds approved to modernize and repair up to 64 additional school facilities to health, safety, instructional and accessibility standards, and where applicable, replace portable trailers with permanent classrooms, upgrade bathrooms, science labs, plumbing, electrical and other building systems, replace heating and ventilation systems, and renovate classrooms, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite minimum 55% approving vote of the electors of the District cast at a duly called election held on November 7, 2006 upon the question of issuing bonds in the amount of $450,000,000, and the resolution of the Board of Education of the District adopted on April 27, 2010 (the “Bond Resolution”). This Bond and the issue of which this Bond is one are statutory obligations of the District payable as to both principal and interest from the proceeds of the levy of ad valorem property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount (except for certain personal property that is taxed at limited rates). No part of any fund of the City is pledged or obligated to the payment of the Bonds of this issue.

This Bond is exchangeable and transferable for Bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the office of the Bond Registrar, by the Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment signed by the Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required to transfer or exchange any Bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

[This Bond is not subject to redemption prior to its fixed maturity date.]

[This Bond is subject to redemption prior to its fixed maturity date at the option of the District, from any source of funds, as a whole or in part, on any date on or after [June 15, 20____], at a redemption price (equal to 100% of the principal amount of Bonds called for redemption), plus interest accrued thereon to the date fixed for redemption, without premium.]

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.
It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation Bonds of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.
IN WITNESS WHEREOF, San Francisco Unified School District, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

[SEAL]

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: ________________________________
   President, Board of Education

COUNTERSIGNED:

By: ________________________________
   Secretary, Board of Education
CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on __________.

By: ____________________________
Treasurer and Tax Collector of the
City and County of San Francisco

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): ____________________________ this Bond and irrevocably constitutes and appoints attorney to transfer this Bond on the books for registration thereof, with full power of substitution in the premises.

Dated: ____________________________

Signature Guaranteed:

__________________________
Commercial bank, trust company or member of a national securities exchange.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: ___________.

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.
DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of ___, 2010, is executed and delivered by San Francisco Unified School District (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2006) General Obligation Bonds, Series C (2010) (Federally Taxable Qualified School Construction Bonds) (the "Series C Bonds"), the San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2006) General Obligation Bonds, Series D (2010) (Federally Taxable Build America Bonds) (the "Series D Bonds") and the San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2006) General Obligation Bonds, Series E (2010) (Tax-Exempt) (the "Series E Bonds," and together with the Series C Bonds and Series D Bonds, the "Bonds") in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 3(f), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the most recently completed fiscal year prior to the reporting date, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed in the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice then required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full names of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Representative" means the District's Deputy Superintendent, Policy and Operations, Executive Director of Business Services, Chief Business Officer, Chief Financial Officer or other
equivalent authorized officer as may exist from time to time, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C., acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositaries or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means the Annual Financial Information, the Audited Financial Statements (if any) the Notice Event notices, and the Voluntary Reports.

"Notice Event" means an event listed in Sections 4(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at http://emma.msrb.org.

"Official Statement" means that Official Statement prepared by or on behalf of the Issuer in connection with the Bonds.

"Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Trustee" means the institution identified as such in the document under which the Bonds were issued.

"Underwriters" means any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Voluntary Report" means the information provided to the Disclosure Dissemination Agent by the Issuer pursuant to Section 7.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than 270 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2010. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report must be submitted in electronic format accompanied by such identifying information as is prescribed by the MSRB, may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.
(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 12:00 noon on the first business day following the Annual Filing Date for the Annual Report, a Notice Event described in Section 4(a)(12) shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) determine the then-current procedures for submitting Annual Reports to the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Section 2(a) with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) upon receipt, promptly file the text of each disclosure to be made with the MSRB together with a completed copy of the MSRB Material Event Notice Cover Sheet in the form attached as Exhibit C, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:

1. “Principal and interest payment delinquencies,” pursuant to Sections 4(c) and 4(a)(1);
2. “Non-Payment related defaults,” pursuant to Sections 4(c) and 4(a)(2);
3. “Unscheduled draws on debt service reserves reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(3);
4. “Unscheduled draws on credit enhancements reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(4);
5. "Substitution of credit or liquidity providers, or their failure to perform," pursuant to Sections 4(c) and 4(a)(5); 
6. "Adverse tax opinions or events affecting the tax-exempt status of the security," pursuant to Sections 4(c) and 4(a)(6); 
7. "Modifications to rights of securities holders," pursuant to Sections 4(c) and 4(a)(7); 
8. "Bond calls," pursuant to Sections 4(c) and 4(a)(8); 
9. "Defeasances," pursuant to Sections 4(c) and 4(a)(9); 
10. "Release, substitution, or sale of property securing repayment of the securities," pursuant to Sections 4(c) and 4(a)(10); 
11. "Ratings changes," pursuant to Sections 4(c) and 4(a)(11); 
12. "Failure to provide annual financial information as required," pursuant to Section 2(b)(ii) or Section 2(c), together with a completed copy of Exhibit B to this Disclosure Agreement; 
13. "Other material event notice (specify)," pursuant to Section 7 of this Agreement, together with the summary description provided by the Disclosure Representative. 

(v) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain annual financial information with respect to the Issuer, including the tabular data provided in the Official Statement under the heading: "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS—Tax Rates, Levies, Collections and Delinquencies" to the extent provided by the City.

(b) Audited Financial Statements prepared in accordance with generally accepted accounting principles as set forth by the National Council on Governmental Accounting will be included in the Annual Report, such Audited Financial Statements to include District enrollment or Average Daily Attendance for the fiscal year of such Audited Financial Statements. See APPENDIX C in the Official Statement.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which are available to the public on the MSRB’s website or have been previously
filed with the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events, if material, with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of Bond holders;
8. Bond calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds;
11. Rating changes on the Bonds; and
12. Failure to provide annual financial information as required.

The Issuer shall promptly notify the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c). Such notice shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative shall instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c), together with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.
If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with the MSRB.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events, and Voluntary Reports filed pursuant to Section 7(a), the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file information with the MSRB, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC’s services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days’ prior written notice to the Issuer.
SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Issuer at all times.

THE ISSUER AGREES TO INDEMNIFY AND SAVE THE DISCLOSURE DISSEMINATION AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISCLOSURE DISSEMINATION AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and neither of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the Issuer.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the
Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the Underwriters, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of California (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as Disclosure Dissemination Agent

By: ________________________________
Name: ________________________________
Title: ________________________________

SAN FRANCISCO UNIFIED SCHOOL DISTRICT, as Issuer

By: ________________________________
Joseph C. Grazioli
Chief Financial Officer
EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer: San Francisco Unified School District
Obligated Person(s): San Francisco Unified School District

Date of Issuance: __________, 2010
Date of Official Statement: __________, 2010

CUSIP Number:
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CUSIP Number:
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**EXHIBIT B**

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT

<table>
<thead>
<tr>
<th>Issuer</th>
<th>San Francisco Unified School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Obligated Person:</td>
<td>San Francisco Unified School District</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>______________, 2010</td>
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</tbody>
</table>

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Disseminate Agent Agreement, dated as of ______________, 2010, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by ______________

Dated: ______________

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

cc: Issuer
    Obligated Person
EXHIBIT C

MATERIAL EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer’s and/or Other Obligated Person’s Name:

San Francisco Unified School District

Issuer’s Six-Digit CUSIP Number:

[__________] II

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

[__________] II

Number of pages of attached material event notice: ______

Description of Material Events Notice (Check One):

1. [ ] Principal and interest payment delinquencies
2. [ ] Non-Payment related defaults
3. [ ] Unscheduled draws on debt service reserves reflecting financial difficulties
4. [ ] Unscheduled draws on credit enhancements reflecting financial difficulties
5. [ ] Substitution of credit or liquidity providers, or their failure to perform
6. [ ] Adverse tax opinions or events affecting the tax-exempt status of the security
7. [ ] Modifications to rights of securities holders
8. [ ] Bond calls
9. [ ] Defeasances
10. [ ] Release, substitution, or sale of property securing repayment of the securities
11. [ ] Rating changes
12. [ ] Failure to provide annual financial information as required
13. [ ] Other material event notice (specify) ____________________________

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: ____________________________________________

_____________________________________________________

Name: __________________________________ Title: ____________________________

Employer: Digital Assurance Certification, L.L.C.

Address: ____________________________________________________________

City, State, Zip Code: ________________________________________________

Voice Telephone Number: ____________________________________________
Please print the material event notice attached to this cover sheet in 10-point type or larger. Beginning January 1, 2010, all documents submitted to EMMA must be word-searchable PDF files, which allow users to search for specific terms used within the submitted document. Diagrams, images and other non-textual elements are not required to be word-searchable due to current technical hurdles to uniformly producing such elements in word-searchable form without incurring undue costs. Questions about making continuing disclosure submissions to EMMA should be directed to the MSRB Market Information Department at 703-797-6668.
WHEREAS: Zaida Teresa Rodriquez, from Arecibo, Puerto Rico, began her career with the San Francisco Unified School District in 1975 as a teacher’s aide. She began working with SFUSD’s Child Development Program in 1976, where she worked as a full time teacher for 10 years. In 1997, Zaida became an administrator of Child Development Centers, and spent the last 9 years working in the Mission district. She brought her creativity and passion to support teachers, families and children; and

WHEREAS: Zaida Teresa Rodriquez believed in and fought for equity for all children in everything that she did as an educator. She worked tirelessly to bring opportunities to the Child Development Centers under her charge, so that staff, families and children would all be members of a school community where the highest quality early education was available to all children; and

WHEREAS: Zaida Teresa Rodriquez honored and valued relationships with her students’ families, as well as their cultures and native languages. She believed that our history, who we are, the present and the past, help us evolve into the future. She was a dedicated child advocate and a member of the Board for the Puerto Rican Western Region Council, which provides college scholarships for young Latinos; and

WHEREAS: Zaida Teresa Rodriquez held a deep passion and clear vision for early childhood education that was an inspiration to her colleagues, students and the families she served; and

WHEREAS: Zaida Teresa Rodriquez was honored in 1998 with a Golden Apple Award and in May of 2009 with the Mayor’s Principal of the Year Award; and

WHEREAS: The staff, parents, and community of the Mission CDC/and Annex have followed the process in naming school buildings and have garnered wide-spread support to change the name of the CDC/and Annex to the Zaida T. Rodriguez CDC.

THEREFORE BE IT RESOLVED: That the Board of Education of the San Francisco Unified School District supports the renaming of the Mission Child Development Center and Annex to the Zaida T. Rodriguez Child Development Center, and

FURTHER BE IT RESOLVED: That the Board of Education requests the Superintendent of Schools to appropriate the attendant cost involved in the renaming of the CDC. In Zaida’s memory, a plaque donated by family, colleagues, and those whose lives she touched, shall also be installed.
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Superintendent's Proposal

104-27Sp2 - In Support of Renaming the Horace Mann Academic Middle School Girls Gymnasium to the Donna Suess Girls Gymnasium

WHEREAS: Donna Suess dedicated her professional career to the students of San Francisco Unified School District, teaching, coaching, and mentoring students in a multitude of sports; and

WHEREAS: Ms. Suess taught physical education for 35 years, the first three of which were spent at Hoover Middle School, and the final 32 of which were at Horace Mann Academic Middle School, from 1972-2004; and

WHEREAS: Her coaching led to numerous appearances in playoffs, including eight times for girls volleyball and nine times for girls softball; and

WHEREAS: Ms. Suess led her girls' teams to SFUSD championships in volleyball (1989) and softball (1996, 1997, 1998), as well as combining a two year string of softball victories which went for 27 games; and

WHEREAS: Donna Suess provided leadership for Horace Mann students throughout her tenure in a multitude of ways, including yearbook, pep club, intramurals, Jump Rope for Heart and much, much more; and

WHEREAS: Her leadership extended to faculty responsibilities, chairing the Horace Mann physical education department and serving as athletic director for 27 years; and

WHEREAS: Donna Suess was an inspiration to all of her students as well as the colleagues who worked with her during her 35 year career in San Francisco public schools; and

WHEREAS: There has been school community input and approval of naming our girls gym in honor of Donna Suess.

THEREFORE BE IT RESOLVED: That the Board of Education of the San Francisco Unified School District honors and commends Donna Suess for her long and successful association with Horace Mann Academic Middle School and her life long dedication to her profession that has so benefited the students of our district; and

FURTHER BE IT RESOLVED: That the Horace Mann Academic Middle School girls gym shall henceforth be known as the Donna Suess Girls Gymnasium, and that a plaque donated by family, colleagues, former students, and friends so stating that fact shall be installed; and

BE IT FURTHER RESOLVED: That this resolution suspends the policy of the Board of Education to allow the naming of this school for a living person due to the honorable attributes of Donna Suess.

4/27/10
San Francisco Unified School District  
San Francisco, California  

Superintendent's Proposal

104-27Sp3 – Approval of Magnet Schools Assistance Grant Application and All Supporting Documents

WHEREAS: The San Francisco Unified School District ("SFUSD") was under court order to desegregate its schools for more than 30 years; and

WHEREAS: The SFUSD has been released from its court-ordered desegregation obligations and is no longer under the jurisdiction of the court; and

WHEREAS: Beginning in December of 2008, the SFUSD Board of Education convened an Ad Hoc Committee on Student Assignment to provide public input regarding the redesign of the student assignment policy; and

WHEREAS: The Board of Education established three priorities for the redesign of the plan: reversing the trend of racial isolation and the concentration of underserved students in the same school; providing equitable access to the range of opportunities offered to students and providing transparency at every stage of the assignment process; and

WHEREAS: From December 2008 through January of 2010, the Board of Education held monthly Ad Hoc Committee meetings and staff sought guidance from local and national partners, analyzed current conditions, explored student assignment options and gathered feedback from the community; and

WHEREAS: As a result of public input, Board discussions, research and analysis, staff concluded that student assignment is only one part of creating educational environments in which all students can be successful and that strong and effective programs that attract students from diverse backgrounds are another part of creating such environments; and

WHEREAS: Staff developed a theory of action that took these conclusions into account in the development of its student assignment policy; and

WHEREAS: On March 9, 2010, the Board of Education approved a new student assignment policy that has ten goals, including: facilitating student diversity with parameters of current law; aligning with other District initiatives designed to avoid racial isolation and the concentration of underserved students in the same schools; and providing equitable access to the range of opportunities offered to students (see Attachment A); and

WHEREAS: The SFUSD is seeking Magnet Schools Assistance Program ("MSAP") funding for the 2010-11 through 2012-13 school years through the submission of a MSAP grant application; and

WHEREAS: As part of the MSAP grant application, the SFUSD is required to submit a voluntary plan that complies with Title VI of the Civil Rights Act of 1964 and that includes the new magnet programs for which the SFUSD is seeking funding in its MSAP grant application for 2010-11 through 2012-13; and

WHEREAS: The student assignment policy adopted by the SFUSD Board of Education on March 9, 2010 is SFUSD's voluntary integration plan for purposes of the MSAP grant application requirements; and
WHEREAS: Pursuant to the attached voluntary plan, the SFUSD will implement new magnet programs as city-wide programs at four schools; and

WHEREAS: The schools and new magnet programs are: Leonard R. Flynn and John Muir Elementary Schools, which will implement International Baccalaureate programs for primary grades called the Primary Years Programme; Everett Middle School, which will implement a visual and performing arts theme and the International Studies Academy, which will implement an International Baccalaureate program; and

WHEREAS: Additional resources are necessary to implement the new magnet programs at the four schools; and

WHEREAS: The United States Congress in the MSAP has recognized that eliminating, reducing, and preventing minority group isolation in the schools in this country is a compelling governmental interest and has provided federal funding to address this compelling governmental interest; and

WHEREAS: In the MSAP, Congress also has recognized that the development of magnet schools will assist school districts in: achieving systemic reform; providing all students the opportunity to meet challenging State academic content standards; developing innovative educational methods and practices that promote diversity and increase choices in public schools; strengthening the knowledge of academic subjects and the attainment of tangible and marketable vocational skills of students attending magnet schools; improving the capacity to continue to operate magnet schools at a high performance level after Federal funding is terminated; and ensuring that all students enrolled in magnet schools have equitable access to high quality education that will enable them to succeed academically and to continue with postsecondary education or productive employment; and

WHEREAS: The proposed new magnet programs address the purposes and goals of the MSAP, and the SFUSD has developed a grant application requesting federal funding to assist with providing the resources necessary for the new magnet programs to be implemented; and

WHEREAS: As required by the MSAP, SFUSD has designed its strategies to recruit students from diverse backgrounds and to assign students by lottery based on student choice without using academic admission criteria; and

WHEREAS: The MSAP grant application of SFUSD is consistent with the goals, definitions, and eligibility of the MSAP; and

WHEREAS: As required by the MSAP, the SFUSD will to continue to operate its schools in compliance with Title VI of the Civil Rights Act of 1964.

THEREFORE BE IT RESOLVED: That the Board of Education of the San Francisco Unified School District authorizes the Superintendent or his designee to submit a MSAP grant application under the Magnet Schools Assistance Program in the approximate amount of approximately $8.5 million to support a three-year effort to develop and implement new magnet programs at Leonard R. Flynn Elementary School, John Muir Elementary School, Everett Middle School and the International Studies Academy; and

BE IT FURTHER RESOLVED: That the Superintendent be requested to implement the new magnet programs if the SFUSD is awarded funds under the Magnet Schools Assistance Program.
Introduction

Background
While the diversity index lottery was intended to promote diversity, it has not met SFUSD's longtime desegregation goals of reducing racial isolation and improving educational opportunities and outcomes for all students.

In December 2008, the San Francisco Unified School District (SFUSD) Board of Education convened an Ad Hoc Committee on Student Assignment to provide a regular and public way for the Board of Education to conduct public policy discussions with staff about the redesign of student assignment. The Board of Education established the following priorities for the redesign of student assignment:
1. Reverse the trend of racial isolation and the concentration of underserved students in the same school;
2. Provide equitable access to the range of opportunities offered to students; and
3. Provide transparency at every stage of the assignment process.

Between December 2008 and January 2010, the Board of Education held monthly Ad Hoc Committee meetings, and staff, with assistance from local and national partners and guidance from the Board of Education, analyzed current conditions, explored different student assignment options, and gathered feedback from the community.

Complex Challenges
Key findings from the research and analysis illustrate the complexity of designing a student assignment system that will meet the Board's goal of reversing the trend of racial isolation and the concentration of underserved students in the same school.

- Neighborhood schools are limited in their ability to reverse the trend of racial isolation and the concentration of underserved students in the same school, although some schools may be less racially concentrated than they are today, and many schools would have a more robust enrollment.
- Different choice systems are limited in their ability to reverse the trend of racial isolation and the concentration of underserved students in the same school because the applicant pools for individual schools are racially isolated, and all families do not have the same opportunity to understand which schools they like and to submit their choices on-time for the assignment process.
- To reverse the trend of racial isolation and the concentration of underserved students in the same school through student assignment alone, the Board of Education would need to assign students to schools they have not historically requested and to schools far from where they live. For example, some students living on the west side of the city and in the north of the city would need to be assigned to schools on the east side of the city and the southeast side of the city, and vice-versa.

The diversity index lottery, a mandatory choice system with limited connection to where students live, has resulted in the dispersion of students throughout the city. This dispersion of students and lack of predictability regarding enrollments makes it very difficult for the District to develop projections for strategic planning purposes, to use facilities efficiently, and to cost-effectively create PreK-12 instructional coherence and equitable access to programs and services.

Many schools are currently operating under capacity, despite the fact that they are located in densely populated neighborhoods. The District is constrained in its ability to efficiently provide under-enrolled schools with access to the variety of programs and services available at robustly enrolled schools.
Conclusion and Theory of Action
Staff concluded that a new student assignment system is one part of creating educational environments in which all students can flourish. School quality is the paramount concern, and a student assignment system alone cannot ensure school quality, although it does have a role to play in creating diverse learning environments and robust enrollments in all SFUSD schools.

Five things together need to be in place to have a strong enough effect to have an impact on reversing the trend of racial isolation and the concentration of underserved students in the same school, and closing the achievement gap.

If the SFUSD has:
1. a student assignment system that is aligned with and supports other initiatives within SFUSD that are designed to create and support diverse enrollments and quality schools in every neighborhood;
2. a human capital allocation system that ensures quality teaching and instructional leadership and promotes diversity among the faculty at each school;
3. strong and effective programs that attract a diverse student body and meet the needs of the students within each school;
4. professional development focused on culturally and linguistically responsive instruction and strategies to support integrated learning environments within each school; and
5. an equitable distribution of resources designed to promote and support diverse enrollments and quality schools in every neighborhood;

then the SFUSD can:
• reverse the trend of racial isolation and the concentration of underserved students in the same school;
• provide equitable access to the range of opportunities offered to students;
• provide transparency at every stage of the assignment process;

and this will dramatically accelerate the achievement of those who are currently less academically successful, and increase the achievement of already high performing students.

Goals for the Student Assignment Policy
This Student Assignment Policy is designed to be flexible so it can be easily monitored and adjusted if it is not accomplishing the goals set forth below.
1. Facilitate student diversity within the parameters of current law.
2. Work in alignment with other District initiatives designed to avoid racial isolation and the concentration of underserved students in the same school.
3. Support the strategic use of limited resources to provide PreK-12 program pathways and quality schools in every neighborhood.
4. Provide equitable access to the range of opportunities offered to students.
5. Create robust enrollments at all schools.
6. Be simple and easy to understand, and provide transparency at every stage of the assignment process.
7. Offer families a degree of predictability regarding where their children will attend school.
8. Minimize the degree of effort families must invest to enroll their children in school.
9. Permit the efficient and cost-effective use of school facilities and transportation.
10. Be cost effective to implement and sustain over time.

San Francisco Unified School District
Definitions

The following definitions apply to terms used in this Student Assignment Policy (hereinafter "Policy").

Attendance Areas: Boundaries drawn around individual schools.

Service Attendance Areas: Boundaries drawn around one or more schools based on the location of services and programs that are not available at every school (for example, Special Day Classes). Because there may be different service attendance areas for different types of programs, an individual school may be in more than one service attendance area.

Transitional Grades: The first grade of enrollment at any particular school. For example, in middle school, sixth grade is a transitional grade.

Combined Census Tracts: Geographic areas containing one or more adjacent census tracts from the federal decennial Census. These combined census tracts shall be approved by the Superintendent, who has the authority to change the combined census tracts in response to any adjustments the US Census Bureau may make to the current configuration of San Francisco’s 176 census tracts, and to ensure that the combined Census tracts have substantial numbers of students living in them, minimizing the effects of random variation.

Local Preference ("LP"): A preference in program or school assignment for students who live in the attendance area of a school or the service attendance area for programs and services not available at every school.

Census Tract Integration Preference ("CTIP"): A preference in program or school assignment based on a demographic value that is assigned to each combined census tract. This preference is designed to facilitate attendance at the same schools by students who live in demographically different areas of the City. In the first year of implementation of the Student Assignment Policy, the CTIP value will be based on average K-12 California Standards Test ("CST") scores of students who reside in the combined census tract. Following the first year of implementation, the Superintendent may recommend that the Board of Education use different demographic data to assign CTIP values to combined census tracts in order to better fulfill the goals of the Student Assignment Policy. Any recommended changes approved by the Board of Education would be incorporated into this Student Assignment Policy.

CTIP1 and CTIP2 Tracts: For the first year of Policy implementation, an average K-12 CST score will be computed for each combined census tract, and those combined census tracts will be divided into quintiles based on average CST scores so that approximately 20% of all SFUSD students live within each quintile. CTIP1 tracts will be the quintile with the lowest average CST scores, and CTIP2 tracts will be the four remaining quintiles. Following the first year of implementation, the Superintendent may recommend changes to the quintile method, adjustments to the definitions of CTIP1 and CTIP2, the creation of additional CTIP categories, priority for different CTIP categories in different schools, and/or splitting capacities so each school has a preference for both CTIP1 and CTIP2. Any recommended changes approved by the Board of Education would be incorporated into this Student Assignment Policy.
English Learner ("EL"): Students who are in the process of acquiring English as a second language and have not yet reached Fully English Proficient ("FEP") status.

Enrolled: Students are enrolled in a school or program if they have accepted an assignment to and actually begun attending that school or program.

Racial Isolation: Although the SFUSD enrollment is diverse and does not have a majority group, in CBEDS 2008 twenty-five schools (which is approximately a quarter of all K12 schools) had more than 60% of a single racial/ethnic group, ten schools had more than 70% of a single racial/ethnic group, three schools had more than 80% of a single racial/ethnic group, and fifteen schools had more than 60% of a single racial/ethnic group coupled with an Academic Performance of 1, 2, or 3. The Board considers such schools racially isolated, and a goal of this policy is to reduce the number of racially isolated schools.

Underserved Students: Students performing Below Basic or Far Below Basic on the California Standards Test and other equivalent assessments administered by the District;

Sibling: Students who have the same parent/guardian and reside in the same household.

Superintendent: The Superintendent of the San Francisco Unified School District ("SFUSD").

Board of Education ("Board"): The SFUSD Board of Education.
Student Assignment Method

Attendance Area Schools

Elementary and middle schools, except those designated city-wide schools, will have attendance areas. Current attendance area boundaries will not be used. Rather, the Superintendent will have authority to approve revised attendance area boundaries for all attendance area schools. Such approval shall take place in time to permit use of the revised boundaries for implementation of this Student Assignment Policy in the 2011-2012 school year. The Superintendent shall notify the Board of Education about the revised attendance area boundaries at a properly noticed Board meeting.

In drawing attendance area boundaries, the following factors will be taken into account: neighborhood demographics (with the goal of maximizing racial diversity); where students live now and where enrollment changes are expected in the future; availability of facilities; traffic patterns; location of programs (for example, pre-K, special education, and language programs); and coherence of pre-K to kindergarten and elementary to middle school pathways.

Elementary attendance areas will be contiguous.

To the extent practicable, attendance area boundaries for middle schools will be drawn to overlap with elementary school attendance areas, so that all students who attend a particular elementary school will be able to attend the same middle school. To the extent possible, middle school attendance areas will be designed to facilitate diversity, program coherence, and cohorts of students moving from elementary to middle school. The middle school boundaries may be contiguous or non-contiguous.

Attendance area boundaries will change over time. On an annual basis, SFUSD staff will review attendance area boundaries and make recommendations to the Superintendent as to whether modifications are needed. The Superintendent shall have authority to adjust attendance area boundaries. The Superintendent shall notify the Board of Education about any modifications to attendance area boundaries at a properly noticed Board meeting.

Service Attendance Areas

Service attendance areas will be created for programs that are not available at every school (for example, Special Day Classes). The Superintendent will have the authority to approve service attendance area boundaries.

In drawing these boundaries, the following factors will be considered: program location, neighborhood demographics (with the goal of maximizing racial diversity), where students live now and where enrollment changes are expected in the future, availability of facilities, traffic patterns, and coherence of pre-K to kindergarten and elementary to middle school pathways.

On an annual basis, SFUSD staff will review service attendance area boundaries and make recommendations to the Superintendent as to whether modifications are needed. The Superintendent shall have authority to adjust service attendance area boundaries. The Superintendent shall notify the Board of Education about any modifications or adjustments to service area boundaries at a properly noticed Board meeting.
City-Wide Schools and Programs

The Superintendent will identify programs and schools that will not have attendance areas, and will thus be designated city-wide programs or schools. The purpose of the city-wide program or school designation is to facilitate equitable access to the range of educational opportunities offered by SFUSD. Upon initial implementation of the Student Assignment Policy, city-wide programs or schools will include the following: newcomer programs and schools (designed to help recently arrived immigrant EL students); language programs that are clearly defined and listed on the SFUSD application form as a discrete choice, are available at a limited number of schools, and have a separate enrollment capacity with seats reserved specifically for students enrolled in the program; K-8 schools; Lowell High School; and School of the Arts. City-wide schools will not have attendance area boundaries, and therefore will not offer any local preference to students.

Although some schools will be city-wide and will not offer a local preference, all students will have an attendance area school.

The Superintendent will have the authority to re-designate city-wide schools or programs as attendance area schools, and vice versa. The Superintendent shall notify the Board of Education about any modifications or adjustments to city-wide designations at a properly noticed Board meeting.

This Student Assignment Policy does not in any way modify the method of admission to Lowell High School or School of the Arts. Admission to those schools will continue to be governed by SFUSD policies specific to those schools, not by the provisions of this Policy.

Method of Allocating Seats

The SFUSD will replace the diversity index lottery system with an assignment with transfers algorithm that uses school requests from families and the preferences outlined in this student assignment policy.

Attendance Area Elementary Schools: At the beginning of the enrollment process, SFUSD PreK students will receive an application form and a packet of information describing the enrollment process, the timelines, and the SFUSD elementary school options available to them. This packet of information will include details about resources available to assist families learn more about SFUSD elementary school options and the programs available at each elementary school.

Incoming kindergartners will need to apply for kindergarten by a deadline established by the Superintendent. When submitting their applications, students will be able to request their attendance area school, other attendance area schools, city-wide schools, and city-wide programs. All requests will be processed at the same time, and all applicants will receive a single assignment offer according to the deadlines established by the Superintendent.

For attendance area elementary schools, the student assignment process will give preference to applicants in transitional years (i.e., students entering kindergarten) in the following order:

1. younger siblings of students who are enrolled in and will be attending the school during the year for which the younger sibling requests attendance;
2. students who live in the attendance area of the school and are enrolled in an SFUSD PreK program in the same attendance area;
3. students who reside in CTIP1 census tracts;
4. students who live in the attendance area of the school;
5. students who live in attendance areas that do not have sufficient capacity to accommodate all the students;
6. all other students.

Assignments will be made by looking to the next preference category, and if those preferences do not resolve ties then seats will be allocated by random lottery.

Students who are not assigned to one of their choices will be assigned to their attendance area school if it still has openings after the choice process, or to the school closest to where they live that has openings.

For non-transitional grades, the preferences will be modified so that, apart from students who already attend the school, the first priority is for transfers as required by the No Child Left Behind Act (“NCLB”), to facilitate preference to the lowest income and lowest performing students from Program Improvement (“PI”) schools, and to comply with any applicable state or federal requirements. All of the preferences listed in the previous paragraph will apply after the NCLB priorities.

Each year, the Superintendent will evaluate the impact of the order and nature of preference priorities and may recommend adjustments to the Board of Education for implementation in subsequent years. Any recommended changes approved by the Board of Education will be incorporated into this Student Assignment Policy.

**Attendance Area Middle Schools:** All elementary schools will feed into a particular middle school. At the beginning of the enrollment process, SFUSD fifth graders will receive an initial assignment to middle school based on the elementary school they attend, and they will also receive a packet of information describing the enrollment process, the timelines, and the SFUSD middle school options available to them. This packet of information will include details about resources available to assist families learn more about SFUSD middle school options and the programs available at each middle school.

After receiving their initial assignment based on the elementary school they attend, students will have the opportunity to participate in an optional choice process. Through the choice process, students will be able to apply to their attendance area middle school (which may be different from their initially assigned middle school, because the initial assignment is based on where students attend elementary school rather than where they live) as well as any other middle school in the District. Students applying for middle school who are not SFUSD fifth graders, and so do not receive an initial assignment, will also have the opportunity to participate in the choice process.

Through the choice process, for attendance area middle schools, the process will give preference to applicants in transitional years (i.e., students transitioning from fifth to sixth grade) in the following order:

1. students who received an initial assignment to attend that school;
2. younger siblings of students who are enrolled in and will be attending the school during the year for which the younger sibling requests attendance;
3. students who reside in CTIPI census tracts;
4. students who live in the attendance area of the school;
5. students who live in attendance areas that do not have sufficient capacity to accommodate all the students;
6. all other students.

Assignments will be made by looking to the next preference category, and if those preferences do not resolve ties then seats will be allocated by random lottery. This preference order will govern the choice process for SFUSD fifth graders, and for non-SFUSD students seeking to enroll in middle school in transitional grades.

For non-transitional grades, the preferences will be modified so that, apart from students who already attend the school, the first priority is for transfers as required by the No Child Left Behind Act ("NCLB"), to facilitate preference to the lowest income and lowest performing students from PI schools, and to comply with any applicable state or federal requirements. All of the preferences listed in the previous paragraph will apply after the NCLB priorities.

Each year, the Superintendent will evaluate the impact of the order and nature of preference priorities and may recommend adjustments to the Board of Education for implementation in subsequent years. Any recommended changes approved by the Board of Education will be incorporated into this Student Assignment Policy.

**High Schools:** At the beginning of the enrollment process, SFUSD eighth graders will receive an application form and a packet of information describing the enrollment process, the timelines, and the SFUSD high school options available to them. The packet of information will include details about resources available to assist them learn more about SFUSD high school options and the programs available at each high school.

For high schools the choice process will give preference to applicants in transitional years (i.e., students transitioning from eighth to ninth grade) in the following order:
1. younger siblings of students who are enrolled in and will be attending the school during the year for which the younger sibling requests attendance;
2. CTIP I, with a minimum of 20% of seats reserved at each high school for students who live in CTIP I census tracts;
3. all other students

Ties will be resolved by random lottery. If there are fewer requests than reserved seats for CTIP I students, the Superintendent shall have discretion to determine whether and when to release reserved seats to other students. The administrative regulations will set forth factors to guide the Superintendent's decision making process regarding whether and when to release reserved seats to other students.

Students who are not assigned to one of their choices will be assigned to the high school closest to where they live that has openings.

For non-transitional grades, the preferences will be modified so that, apart from students who already attend the school, the first priority is for transfers as required by the No Child Left Behind Act ("NCLB"), to facilitate preference to the lowest income and lowest performing students from PI schools, and to comply with any applicable state or federal requirements. All of the preferences listed in the previous paragraph will apply after the NCLB priorities.
Each year, the Superintendent will evaluate the impact of the order and nature of preference priorities and may recommend adjustments to the Board of Education for implementation in subsequent years. Any recommended changes approved by the Board of Education will be incorporated into this Student Assignment Policy.

Special Education: The Individual Education Program ("IEP") team will determine appropriate placement for special education students. To the extent possible, given the unique needs of students as outlined in their IEP, the student assignment process used to assign general education students will be used to assign special education students.

The Superintendent shall establish service attendance area boundaries for special education programs not available at every school.

City-wide Schools: For city-wide schools, the choice process will give preference to applicants in transitional years (i.e., students entering kindergarten, or transitioning from fifth to sixth grade, or transitioning from eighth to ninth grade) in the following order:

1. younger siblings of students who are enrolled in and will be attending the school during the year for which the younger sibling requests attendance;
2. students enrolled in an SFUSD PreK program at the city-wide school;
3. students who reside in CTIP I census tracts;
4. students who reside in attendance areas that do not have sufficient capacity to accommodate all the students;
5. all other students.

Assignments will be made by looking to the next preference category, and if those preferences do not resolve ties then seats will be allocated by random lottery. Students who are not assigned to one of their choices will be assigned to their attendance area school if it still has openings after the choice process, or to the school closest to where they live that has openings.

For non-transitional grades, the preferences will be modified so that, apart from students who already attend the school, the first priority is for transfers as required by the No Child Left Behind Act ("NCLB"), to facilitate preference to the lowest income and lowest performing students from PI schools, and to comply with any applicable state or federal requirements. All of the preferences listed in the previous paragraph will apply after the NCLB priorities.

Each year, the Superintendent will evaluate the impact of the order and nature of preference priorities and may recommend adjustments to the Board of Education for implementation in subsequent years. Any recommended changes approved by the Board of Education will be incorporated into this Student Assignment Policy.

City-Wide Language Programs (PreK-12): Language programs that are: (a) clearly defined and listed on the SFUSD application form as a discrete choice, and (b) available at a limited number of schools; and (c) have a separate enrollment capacity with seats reserved specifically for students enrolled in the program will be designated city-wide, and students will be assigned to these programs through the choice process.

As language programs are developed and expanded, the Superintendent will have the authority to re-designate city-wide schools/programs as attendance area schools/service area programs, and vice versa.
at any time prior to or after implementation of this Student Assignment Policy. The Superintendent shall notify the Board of Education about any modifications or adjustments to city-wide designations at a properly noticed Board meeting.

When assigning students to language programs through the choice process, SFUSD staff will first make sure that students meet the eligibility requirements for the language program at issue. Students assigned to the One Way Immersion Programs must be proficient in English. English Learners may enroll in Newcomer or Biliteracy programs. To enter a Newcomer program, students must also have arrived in the United States within 12 months prior to enrollment. One-half to two-thirds of seats in Dual Language Immersion programs are reserved for students who speak the target language to the applicable level of proficiency required for the grade, and one-third to one-half of the seats are reserved for students who do not speak the target language. The Superintendent will have the authority to determine the proportion of seats reserved for each eligibility group of students in Dual Language Immersion programs, and to modify these parameters as needed prior to and following implementation of this Student Assignment Policy.

Once students meet the eligibility requirements for the particular language program at issue, for programs that have fewer seats available than applicants, the choice process will give preference to applicants in the following order:

1. transitional grade students who are currently enrolled in and wish to continue in the language program (for example, fifth graders enrolled in Spanish Immersion who wish to enroll in Spanish Immersion in middle school), and who are the younger siblings of students who are enrolled in and will be enrolled in the program at the school at issue during the year for which the younger sibling requests attendance;
2. other transitional grade students currently enrolled in and wishing to continue in the language program;
3. other younger siblings of students who are enrolled in and will be enrolled in the program at the school at issue during the year for which the younger sibling requests attendance;
4. students who reside in CTIPI census tracts;
5. students who reside in attendance areas that do not have sufficient capacity to accommodate all the students;
6. all other students.

Seats will be allocated by looking to the next preference category, and if those preferences do not resolve ties then seats will be allocated by random lottery.

Each year, the Superintendent will evaluate the impact of the order and nature of preference priorities and may recommend adjustments to the Board of Education for implementation in subsequent years. Any recommended changes approved by the Board of Education will be incorporated into this Student Assignment Policy.

**City-wide Non-Language Programs:** City-wide programs that are not language programs but that have eligibility requirements (e.g., Montessori), will follow the order of preference for city-wide schools described above once the eligibility requirements for the programs are met.

**No Child Left Behind Act (NCLB)**

The District will comply with its transfer and transportation obligations under NCLB as part of this Student Assignment Policy through the choice process.
Infrastructure Support for Student Assignment Policy

Transportation

Following the adoption of the Student Assignment Policy and prior to its implementation, the Superintendent will propose a new transportation policy to the Board of Education based upon input from SFUSD staff and the community.

Because students who utilize existing buses may not continue to receive the same transportation services after adoption of the new transportation policy, the Board will make best efforts to approve a policy no later than Fall 2010 to take effect for the 2011-12 school year.

The new transportation policy will provide transportation to special education students whose need for transportation is set forth in their IEP’s, to students as required by NCLB, and to elementary students who reside on Treasure Island.

In developing the new transportation policy, the Superintendent will explore including transportation service areas for programs not available at every school, a limited number of within-attendance-area buses where needed to permit reasonable access to attendance area schools, limited but strategic transportation for low-income elementary school students from designated neighborhoods to support the use of choice as a tactic for creating integrated learning environments, transportation to some SFUSD after-school programs, the elimination of middle and high school transportation other than for special education students whose IEP includes transportation as a requirement, and cooperation with MUNI to facilitate transportation for middle and high school students.

Program Placement, Outreach and Recruitment

In order to effectively use choice as a tactic to reduce racial isolation and the concentration of underserved students at the same school, and to accomplish other objectives, the Superintendent will undertake the following measures.

(1) By August 2010, develop a timeline to place high quality and attractive programs at schools with high concentrations of underserved students and schools with a lack of diversity built into surrounding residential patterns;
(2) Change the current configuration of programs and services to ensure equitable access, to facilitate pre-K-12 instructional coherence, and to attract a diverse group of students;
(3) Develop and implement an outreach and recruitment campaign to encourage students across differences in language, race/ethnicity, and socioeconomic background to attend schools that students from their backgrounds have not historically requested and that may be located outside their neighborhoods.
(4) Develop a targeted recruitment campaign to help SFUSD eighth graders navigate the high school choice system and learn about their SFUSD high school options.
(5) Strategically recruit diverse faculty across SFUSD.
(6) Evaluate the PreK assignment process and explore ways to align it with the kindergarten assignment process.
(7) Investigate the accuracy of home addresses and where appropriate pursue criminal and/or civil action against individuals who submit fraudulent information. Investigations shall in no way be used to determine the legal status of the student or the family. Should investigations conclude that fraudulent information was submitted, the Superintendent shall have the right to revoke the assignment.

San Francisco Unified School District
# Monitoring and Implementation Regulations

The Superintendent will convene a group of experts with the skills, knowledge, and ability to review and analyze data. Before November 2010, the Superintendent, with the group of experts, will establish specific goals and an infrastructure for monitoring student assignment, and will bring the specific goals back to the Board for review and approval.

The Superintendent will conduct an annual assessment of the student assignment system and develop an annual report that will be presented to the Board of Education no later than January each year beginning with January 2012. This report will include analysis and a review of information concerning connections among the portfolio of schools and programs, student achievement, and student assignment, such as:

1. **SFUSD’s portfolio of schools and programs:**
   - Progress towards the placement of high quality programs at schools with high concentrations of underserved students;
   - Changes to the configuration of programs and services to ensure equitable access, to facilitate preK-12 instructional coherence, and to attract a racially/ethnically diverse group of students to schools with a lack of diversity built into surrounding residential patterns;
   - Percent of special education students and English Learner students at each school;
   - Profile of schools enrolled at less than 80% of their building’s capacity;

2. **Racial/ethnic diversity, the concentration of underserved students, and the achievement gap;**

3. **Choice patterns and enrollment diversity:**
   - Application and enrollment patterns by race/ethnicity and CTIP category for city-wide schools, city-wide programs, and attendance area schools;
   - Characteristics common to schools with diverse applicant pools, and characteristics common to schools with racially isolated applicant pools and/or high concentrations of underserved students;
   - Application and enrollment patterns at schools with an API score of less than 700;
   - Feeder patterns from middle school to high school that develop through the choice process for high school;
   - Outreach and recruitment infrastructure;

4. **Student assignment and racial/ethnic diversity:**
   - Younger siblings
   - CTIP
   - Attendance areas
   - Elementary to middle school feeder patterns;
   - City-wide designation;

5. **SFUSD’s transportation infrastructure.**

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*San Francisco Unified School District*

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Date: March 9, 2010
The Superintendent's annual report to the Board may include recommendations to the Student Assignment Policy itself. In particular, the Superintendent may recommend that the Board of Education change some of the following aspects of the student assignment policy:

- the order of preference for younger siblings, CTIP 1 students, and attendance area students;
- the percentage of seats reserved and/or available for each of the preferences;
- the demographic information used to assign CTIP values;
- which CTIP values are granted priority;
- whether to keep surplus seats at schools open in order to maintain desired CTIP percentages; and
- whether the CTIP and/or local preferences should vary among different schools or different types of schools.

If the annual reports show that SFUSD is not making progress each year on its goal of reversing the trend of racial isolation and the concentration of underserved students in the same school and closing the achievement gap, the Superintendent shall recommend changes to one or more of the above aspects of the student assignment policy and the Board shall consider such recommendations.

Any revisions to this student assignment policy requiring Board approval will be approved at least six months before SFUSD begins accepting applications for any given year. For example, if SFUSD begins accepting applications in November, any revisions to this student assignment policy would have to be approved by April.

Implementation Regulations

Following adoption of this Student Assignment Policy, SFUSD staff will develop administrative regulations to support the goals and objectives of the Policy. These regulations will address the following among other subjects:

- guidelines for establishing and managing enrollment capacity;
- enrollment guidelines for residents and non-residents of San Francisco;
- key dates and the enrollment timeline;
- enrollment guidelines for students new to the District, Special Education students, English Learners, and students enrolled in uniquely configured schools (e.g., Willie Brown);
- language assessment procedures;
- age of first enrollment;
- aged out students;
- proof of address;
- change of address;
- transfers including NCLB transfers;
- proof of guardianship or custodianship;
- documentation required for enrollment;
- appeals; and
- waiting pools.

Following adoption of this Student Assignment Policy, SFUSD staff will develop aggressive procedures for verifying student addresses and for verifying younger siblings.
Timing and Implementation

The Student Assignment Policy set forth herein will take several years to implement and will begin with students entering transitional grades in Fall 2011.

The transition from the current Policy to the new assignment policy will provide stability for students attending a school outside their newly defined attendance area school. All currently enrolled students may remain at their current school. Currently enrolled students interested in attending their newly defined attendance area school can submit a request to transfer to their attendance area school, but transfers will only be processed when feasible or where required by law.

This Student Assignment Policy overrides all terms in Board policies and administrative regulations that are inconsistent with any of its provisions, including but not limited to P5100, P5117, P5110, and P5110.1.

History/Authorization

Adopted: Resolution 102-9Sp2 (First Reading - February 9, 2010)  
(Second Reading - March 9, 2010)

Please Note: This Student Assignment Policy overrides all terms in Board policies and administrative regulations that are inconsistent with any of its provisions, including but not limited to P5100, P5117, P5110, and P5110.1
MONTHLY REPORTS TO THE BOARD OF EDUCATION

1. **ACCEPTANCE OF GIFTS**

The District accepted the attached cash donations for the month of March 2010 in the amount of $162,809.24.

The District also accepted the attached listing of supply and equipment items donated to the District.
<table>
<thead>
<tr>
<th>SITE</th>
<th>CHECK #</th>
<th>CASH</th>
<th>DONOR</th>
<th>PURPOSE</th>
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<tr>
<td>A. P. Giannini MS</td>
<td># 766408</td>
<td>$110.00</td>
<td>Wells Fargo Community Support Campaign</td>
<td>This donation will be used for instructional supplies at A. P. Giannini Middle School at the discretion of the principal.</td>
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<td>A. P. Giannini MS</td>
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<td>A. P. Giannini MS</td>
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<td>Chinese Education Center</td>
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<td>Cleveland ES</td>
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<td>E.R. Taylor ES</td>
<td># 263860</td>
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<td>This donation will be used to help pay for a nurse and consultant at E.R. Taylor Elementary School.</td>
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<td>Small Schools for Equity</td>
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<td>Lowell HS</td>
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<td>Shell Oil Co.</td>
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<td>R. L. Stevenson ES</td>
<td># 1988</td>
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<td>This donation will be used to support school programs and activities at R. L. Stevenson Elementary School at the discretion of the principal.</td>
</tr>
<tr>
<td>Starr King ES</td>
<td># 249</td>
<td>$30.60</td>
<td>Devine Culture and Media Group, Inc</td>
<td>This donation will be used for instructional supplies at Starr King Elementary School at the discretion of the principal.</td>
</tr>
<tr>
<td>Starr King ES</td>
<td># 2044949</td>
<td>$414.00</td>
<td>Lifetouch National School Studios</td>
<td>This donation will be used for instructional supplies at Starr King Elementary School at the discretion of the principal.</td>
</tr>
<tr>
<td>Starr King ES</td>
<td># 0686</td>
<td>$2,500.00</td>
<td>Starr King Parent</td>
<td>This donation will be used for instructional supplies at Starr King Elementary School at the discretion of the principal.</td>
</tr>
<tr>
<td>Starr King ES</td>
<td># 616</td>
<td>$45.00</td>
<td>The Potrero Review</td>
<td>This donation will be used for instructional supplies at Starr King Elementary School at the discretion of the principal.</td>
</tr>
<tr>
<td>Sunset ES</td>
<td># 18842</td>
<td>$4.00</td>
<td>Terra Cycle, Inc</td>
<td>This donation will be used for instructional supplies at Sunset Elementary School at the discretion of the principal.</td>
</tr>
<tr>
<td>Sunset ES</td>
<td># 4572</td>
<td>$50.00</td>
<td>GAP Foundation</td>
<td>This donation will be used for instructional supplies at Sunset Elementary School at the discretion of the principal.</td>
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<tr>
<td>Sunset ES</td>
<td># 771340</td>
<td>$25.00</td>
<td>Wells Fargo Community Support Campaign</td>
<td>This donation will be used for instructional supplies at Sunset Elementary School at the discretion of the principal.</td>
</tr>
<tr>
<td>Sustainability</td>
<td># 41771</td>
<td>$97,150.00</td>
<td>US Green Building Council</td>
<td>This donation will be used for Bessie Carmichael Elementary School.</td>
</tr>
<tr>
<td>Sutro ES</td>
<td># 660</td>
<td>$5,000.00</td>
<td>Sutro Elementary School PTA</td>
<td>This donation will be used for classified staff salaries and benefits for school year 2009 - 2010 at Sutro Elementary School.</td>
</tr>
<tr>
<td>Yick Wo ES</td>
<td># 6196</td>
<td>$250.00</td>
<td>Telegraph Hill Cooperative</td>
<td>This donation will be used to purchase tables for a classroom at Yick Wo Elementary School.</td>
</tr>
<tr>
<td>Yick Wo ES</td>
<td># 1210</td>
<td>$150.00</td>
<td>Michael Hoffman</td>
<td>This donation will be used for instructional supplies at Yick Wo Elementary School at the discretion of the principal.</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td><strong>$162,809.24</strong></td>
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</tbody>
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### DONATIONS
MARCH 2010

<table>
<thead>
<tr>
<th>SITE</th>
<th>DONATION</th>
<th>DONOR</th>
<th>PURPOSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grattan ES</td>
<td>play structure</td>
<td>Landscape Structures</td>
<td>This donation will be used by students at Grattan Elementary School.</td>
</tr>
<tr>
<td>Information Technology</td>
<td>1 labeler, 7 printer server, 1 Hub</td>
<td>S. F. Opera</td>
<td>This donation will be used by students and staff of the San Francisco Unified School District.</td>
</tr>
<tr>
<td>Information Technology</td>
<td>40 flat panel</td>
<td>Exponential</td>
<td>This donation will be used by students and staff of the San Francisco Unified School District.</td>
</tr>
<tr>
<td>Information Technology</td>
<td>54 computers, 54 keyboards, 54 mouse, 54 surge protectors, misc cables</td>
<td>Social Security Administration</td>
<td>This computer donation will be used by students and staff of the San Francisco Unified School District.</td>
</tr>
</tbody>
</table>
Quarterly Report on *Williams* Uniform Complaints
[Education Code § 35186]

District: SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Person completing this form: Susan Wong  Title: Executive Director, Equity Assurance

Quarterly Report Submission Date: ☑ April 2010  (April-June)
☐ July 2009  (July - September)
☐ October 2009  (October - December)
☐ January 2010  (January - March)

Date for information to be reported publicly at governing board meeting: **April 27, 2010**

☐ No complaints were filed with any school in the district during the quarter indicated above.

☑ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

<table>
<thead>
<tr>
<th>General Subject Area</th>
<th>Total # of Complaints</th>
<th># Resolved</th>
<th># Unresolved</th>
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</thead>
<tbody>
<tr>
<td>Textbooks and Instructional Materials</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Teacher Vacancy or Misassignment</td>
<td>none</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Facilities Conditions</td>
<td>3</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Intensive Services to Students who have not Passed High School Exit Exam</td>
<td>none</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>5</strong></td>
<td><strong>3</strong></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>

Carlos A. Garcia  
Print Name of District Superintendent

Signature of District Superintendent
### SAN FRANCISCO UNIFIED SCHOOL DISTRICT
### INFORMATIONAL NOTICE OF CLASSIFIED PERSONNEL TRANSACTIONS

Per Board Resolution 61-9A3 the following information is provided regarding Classified employees

#### UNITED SUPPORT PERSONNEL

#### APPOINTMENTS

#### ELEMENTARY SCHOOLS

<table>
<thead>
<tr>
<th>FIRST NAME</th>
<th>LAST NAME</th>
<th>SITE</th>
<th>CLASS</th>
<th>STATUS</th>
<th>EFF. DATE</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trudy Lynn</td>
<td>Brock</td>
<td>Jose Ortega</td>
<td>S10</td>
<td>Temp</td>
<td>04/05/2010</td>
<td>0.6250</td>
</tr>
<tr>
<td>Theresa</td>
<td>Bryant</td>
<td>Malcolm X Academy</td>
<td>A03</td>
<td>Temp</td>
<td>01/18/2010</td>
<td>0.1250</td>
</tr>
<tr>
<td>Gloria Jean</td>
<td>Carter</td>
<td>Malcolm X Academy</td>
<td>R20</td>
<td>Temp</td>
<td>01/18/2010</td>
<td>0.1250</td>
</tr>
<tr>
<td>Dolores del C</td>
<td>Escobar</td>
<td>Fairmount</td>
<td>S10</td>
<td>Temp</td>
<td>08/24/2009</td>
<td>0.1250</td>
</tr>
<tr>
<td>Danxi</td>
<td>Lin</td>
<td>Lawton</td>
<td>S10</td>
<td>Prob</td>
<td>03/01/2010</td>
<td>0.5000</td>
</tr>
<tr>
<td>Sarah</td>
<td>Poole</td>
<td>Grattan</td>
<td>S10</td>
<td>Temp</td>
<td>04/06/2010</td>
<td>0.6875</td>
</tr>
<tr>
<td>Eva</td>
<td>Tellez</td>
<td>Tenderloin Community</td>
<td>N10</td>
<td>Temp</td>
<td>04/05/2010</td>
<td>0.3125</td>
</tr>
<tr>
<td>Eva</td>
<td>Tellez</td>
<td>Tenderloin Community</td>
<td>A03</td>
<td>Temp</td>
<td>04/05/2010</td>
<td>0.3750</td>
</tr>
<tr>
<td>Danielle</td>
<td>Vigil</td>
<td>Starr King</td>
<td>S10</td>
<td>Temp</td>
<td>03/17/2010</td>
<td>0.6875</td>
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### MIDDLE SCHOOLS

<table>
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<tr>
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<th>LAST NAME</th>
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<th>CLASS</th>
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<th>EFF. DATE</th>
<th>FTE</th>
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</thead>
<tbody>
<tr>
<td>Keegan</td>
<td>Bradley</td>
<td>Francisco</td>
<td>S10</td>
<td>Temp</td>
<td>03/03/2010</td>
<td>0.1250</td>
</tr>
<tr>
<td>Maria</td>
<td>Dela Cruz</td>
<td>Horace Mann</td>
<td>S10</td>
<td>Temp</td>
<td>03/03/2010</td>
<td>0.7500</td>
</tr>
<tr>
<td>Lawrence</td>
<td>Festin</td>
<td>Martin L. King</td>
<td>N10</td>
<td>Temp</td>
<td>03/17/2010</td>
<td>0.5625</td>
</tr>
<tr>
<td>Robin</td>
<td>Horne</td>
<td>Marina</td>
<td>S10</td>
<td>Temp</td>
<td>03/12/2010</td>
<td>0.1875</td>
</tr>
<tr>
<td>Jane</td>
<td>Lee</td>
<td>Marina</td>
<td>T10</td>
<td>Temp</td>
<td>02/01/2010</td>
<td>0.1250</td>
</tr>
<tr>
<td>Marta</td>
<td>Madrigal</td>
<td>James Lick</td>
<td>N10S</td>
<td>Temp</td>
<td>03/18/2010</td>
<td>0.5625</td>
</tr>
<tr>
<td>Marta</td>
<td>Madrigal</td>
<td>James Lick</td>
<td>S10</td>
<td>Temp</td>
<td>03/18/2010</td>
<td>0.2500</td>
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<tr>
<td>Karen</td>
<td>Pemberton</td>
<td>Marina</td>
<td>T10</td>
<td>Temp</td>
<td>02/01/2010</td>
<td>0.1250</td>
</tr>
<tr>
<td>Konstantine</td>
<td>Triambelas</td>
<td>Marina</td>
<td>S10</td>
<td>Temp</td>
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### HIGH SCHOOLS

<table>
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<tr>
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<th>EFF. DATE</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shamika</td>
<td>Branner</td>
<td>Thurgood Marshall</td>
<td>T10</td>
<td>Temp</td>
<td>03/15/2010</td>
<td>1.0000</td>
</tr>
<tr>
<td>Robert</td>
<td>Castro</td>
<td>Thurgood Marshall</td>
<td>T10</td>
<td>Temp</td>
<td>03/19/2010</td>
<td>0.1000</td>
</tr>
<tr>
<td>Alvin</td>
<td>Menjivar</td>
<td>Thurgood Marshall</td>
<td>T10</td>
<td>Prob</td>
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### CHILDREN'S CENTERS

<table>
<thead>
<tr>
<th>FIRST NAME</th>
<th>LAST NAME</th>
<th>SITE</th>
<th>CLASS</th>
<th>STATUS</th>
<th>EFF. DATE</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audrey</td>
<td>Zupan</td>
<td>Tule Elk Park</td>
<td>S10</td>
<td>Temp</td>
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### MISCELLANEOUS

<table>
<thead>
<tr>
<th>FIRST NAME</th>
<th>LAST NAME</th>
<th>SITE</th>
<th>CLASS</th>
<th>STATUS</th>
<th>EFF. DATE</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mee H</td>
<td>Joo</td>
<td>Special Education Services</td>
<td>S10</td>
<td>Temp</td>
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### SEPARATION

<table>
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<tr>
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<tbody>
<tr>
<td>Melissa</td>
<td>Grace</td>
<td>Anderson Grattan E.S.</td>
<td>S10</td>
<td>Prob</td>
<td>04/06/2010</td>
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</tr>
<tr>
<td>Francois</td>
<td>Brock</td>
<td>Dr. Charles Drew E.S.</td>
<td>A03</td>
<td>Perm</td>
<td>06/05/2010</td>
<td>0.5000</td>
</tr>
<tr>
<td>Cecilia</td>
<td>Eugenia</td>
<td>Chacon James Lick M.S.</td>
<td>N10S</td>
<td>Temp</td>
<td>03/13/2010</td>
<td>0.5625</td>
</tr>
<tr>
<td>Cecilia</td>
<td>Eugenia</td>
<td>Chacon James Lick M.S.</td>
<td>S10</td>
<td>Temp</td>
<td>03/13/2010</td>
<td>0.2500</td>
</tr>
<tr>
<td>Cecilia</td>
<td>Eugenia</td>
<td>Chacon James Lick M.S.</td>
<td>A04</td>
<td>Temp</td>
<td>03/13/2010</td>
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</tr>
<tr>
<td>Julie</td>
<td>Gesin</td>
<td>Starr King E.S.</td>
<td>S10</td>
<td>Temp</td>
<td>02/27/2010</td>
<td>0.6875</td>
</tr>
<tr>
<td>Margarita</td>
<td>Granados</td>
<td>James Lick M.S.</td>
<td>N10S</td>
<td>Perm</td>
<td>06/05/2010</td>
<td>0.5000</td>
</tr>
<tr>
<td>Ali</td>
<td>Metzler</td>
<td>After School For All</td>
<td>R32</td>
<td>Perm</td>
<td>04/14/2010</td>
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</tr>
<tr>
<td>Helen</td>
<td>Rodriguez</td>
<td>Monroe E.S.</td>
<td>A03</td>
<td>Perm</td>
<td>06/05/2010</td>
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<tr>
<td>Tawny</td>
<td>Schroetzki</td>
<td>Ruth Asawa School Of The Arts</td>
<td>S10</td>
<td>Prob</td>
<td>03/13/2010</td>
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</tr>
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<td>Eva</td>
<td>Tellez</td>
<td>Cesar Chavez Pre-K</td>
<td>A01</td>
<td>Perm</td>
<td>04/05/2010</td>
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<tr>
<td>Tanya</td>
<td>Wilks</td>
<td>Sherman E.S.</td>
<td>N10</td>
<td>Perm</td>
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<tr>
<td>Hasan</td>
<td>Bey</td>
<td>Bret Harte CDC</td>
<td>C10</td>
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### AMENDMENTS

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<tr>
<th>FIRST NAME</th>
<th>LAST NAME</th>
<th>PREV DATE</th>
<th>COMMENT</th>
</tr>
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<tbody>
<tr>
<td>Peggy</td>
<td>Hsu</td>
<td>03/09/2010</td>
<td>Change retirement date from 04/01/10 to 03/31/10</td>
</tr>
<tr>
<td>Robin</td>
<td>Jay James</td>
<td>02/23/2010</td>
<td>Change status from Temp to Probationary effective 01/25/10</td>
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### CIVIL SERVICE LEAVE

<table>
<thead>
<tr>
<th>FIRST NAME</th>
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<th>SITE</th>
<th>CLASS</th>
<th>STATUS</th>
<th>EFF. DATE</th>
<th>FTE</th>
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<tbody>
<tr>
<td>Ahai</td>
<td>Chang</td>
<td>Leonard Flynn CDC</td>
<td>C10</td>
<td>PERM</td>
<td>3/10/2010</td>
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</tr>
<tr>
<td>Aaron</td>
<td>Martinsen</td>
<td>Tenderloin ES</td>
<td>S10</td>
<td>PERM</td>
<td>3/12/2010</td>
<td>0.6875</td>
<td>Medical</td>
</tr>
<tr>
<td>Aristides</td>
<td>Cisneros</td>
<td>Translation Dept.</td>
<td>1842</td>
<td>PCSE</td>
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<td>Fam Care</td>
</tr>
<tr>
<td>Aurora</td>
<td>Garcia</td>
<td>Custodial Department</td>
<td>2708</td>
<td>PCSE</td>
<td>3/18/2010</td>
<td>1</td>
<td>Medical</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Department</td>
<td>ID</td>
<td>Agency</td>
<td>Code</td>
<td>Date</td>
<td>Hours</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------</td>
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<td>------</td>
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<tr>
<td>Carlos Regalado</td>
<td>Accounting Dept.</td>
<td></td>
<td>1426</td>
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<tr>
<td>Carolyn Dillon</td>
<td>Sheridan ES</td>
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<tr>
<td>Christine Chan</td>
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<td>2615</td>
<td>PCSE</td>
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<td>4/14/2010</td>
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<tr>
<td>Climent Low</td>
<td>Custodial Department</td>
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<td>2708</td>
<td>PCSE</td>
<td></td>
<td>3/8/2010</td>
<td>1</td>
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<tr>
<td>Deborah Sanford-Page</td>
<td>Philip and Sala Burton</td>
<td></td>
<td>N10</td>
<td>PERM</td>
<td></td>
<td>4/5/2010</td>
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<tr>
<td>Dimitra Farmas</td>
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<td>R33</td>
<td>PERM</td>
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<tr>
<td>Eva Meyers</td>
<td>Student Support Services</td>
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<td>4/20/2010</td>
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<td>Evanston Smith</td>
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<tr>
<td>Fiona Chan</td>
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<td>1820</td>
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<tr>
<td>Georgina Deleon</td>
<td>Junipero Serra ES</td>
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<td>A03</td>
<td>PERM</td>
<td></td>
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<tr>
<td>Hong Phuong Thai</td>
<td>Theresa Mahler CDC</td>
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<td>C10</td>
<td>PERM</td>
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<td>Katie Leasau</td>
<td>Visitacion Valley</td>
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<td>T10</td>
<td>PERM</td>
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<td>Shui S.</td>
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Roger L. Buschmann  
Human Resources Department
SUBJECT: APPROVAL OF STUDENT TRAVEL

REQUESTED ACTION: That the Board of Education approves student travel as follows:

<table>
<thead>
<tr>
<th>SCHOOL:</th>
<th>Presidio Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATES OF THE EDUCATIONAL TRIP:</td>
<td>May 22 – May 28, 2010</td>
</tr>
<tr>
<td>EDUCATIONAL PURPOSE OF TRIP:</td>
<td>Environmental Education (14th year of participation)</td>
</tr>
<tr>
<td>NO. OF STUDENTS PARTICIPATING:</td>
<td>42</td>
</tr>
<tr>
<td>LENGTH OF TRIP:</td>
<td>7 days/6 nights</td>
</tr>
<tr>
<td>DESTINATION(S):</td>
<td>Seattle, Olympic National Park, WA Victoria, B.C., Canada</td>
</tr>
<tr>
<td>NAMES OF SFUSD EMPLOYEES ACCOMPANYING STUDENTS:</td>
<td>Armen Sedrakian, Chiara Bargagna</td>
</tr>
<tr>
<td>SOURCE OF FUNDING:</td>
<td>Students, parents, PTSA, Corporate and Personal Donations</td>
</tr>
<tr>
<td>DESCRIPTION OF STUDENT SELECTION PROCESS:</td>
<td>Application by Students Denial only for unsatisfactory grades</td>
</tr>
<tr>
<td>COST OF TRIP:</td>
<td>$725.00 per student, financial aid available</td>
</tr>
<tr>
<td>COST TO DISTRICT:</td>
<td>$0</td>
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</tbody>
</table>

SITE ADMINISTRATOR AFFIRMS THE FOLLOWING:
- Parental permission forms are on file for all students participating and school has emergency communication protocol
- At least one SFUSD employee accompanying the students is certificated
- Criminal background check requirements for non-SFUSD chaperones were met (Megan's law checks for parents)
- There are sufficient and appropriate chaperones for this field trip
- School addressed financial or accessibility issues that might prevent students from participating

Submitted by: [Signature] 4/6/10
Site Administrator
Carlos A. Garcia 4/21/10
Superintendent of Schools

Approved by: [Signature] 4/21/10
Assistant Superintendent

Agenda Item
1a. (104-27I1)
SUBJECT: AUTHORIZATION TO SUBMIT APPLICATIONS AND ACCEPT FUNDS

REQUESTED ACTION:
That the Superintendent and/or the Chief Financial Officer be authorized by the Board of Education to submit the following grant applications, to accept the following grant awards, and to budget the amount awarded.

Total Grant Award this Agenda $3,200

| AMOUNT:   | $3,200 |
| GRANTING AGENCY: | National Board for Professional Teaching Standards |
| GRANT TITLE: | National Board for Professional Teaching Standards |
| GDO CONTROL #: | 1038 |
| SITE: | Central Office |
| DATES OF GRANT: | November 12, 2009 - April 15, 2010 |
| PURPOSE: | NBPTS has awarded $3,200 to the Teacher Support and Development's National Board Support Provider Program. This award through THN1 Take One grant is to support SFUSD teachers in achieving National Board Certification. |
| EVALUATION: | Level 4 |
| DISTRICT GOAL: | Access & Equity: To make social justice a reality. |
| PROGRAM MANAGER: | Debra Eslava-Burton |
SUBJECT: BUDGET TRANSFERS FOR FISCAL YEAR 2009-2010

REQUESTED ACTION:
The Superintendent recommends changes to the FY 2009-10 Budget as adopted by the Board of Education on June 23, 2009. The budget is revised periodically as new information is received or when the assumptions on which the adopted budget was developed change. Administration recommends the following budget revisions as presented:

**UNRESTRICTED GENERAL FUND / SCHOOL SITE BASED WSF ALLOCATION**

<table>
<thead>
<tr>
<th>FUND</th>
<th>RESOURCE</th>
<th>SCH / ORG</th>
<th>PROGRAM TITLE</th>
<th>FROM:</th>
<th>TO:</th>
<th>EXPLANATION</th>
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<tbody>
<tr>
<td>01</td>
<td>00000</td>
<td>011</td>
<td>Instruction, Innovation &amp; Social Justice (IISJ)</td>
<td>Unrestricted General Fund</td>
<td>Other Supplies: $12,000.00</td>
<td>The transfer of these accounts is needed in order to implement and/or realign program needs. Availability of funds is due to anticipated budget surplus in Other Supplies. These transferred funds will be used to pay Consultant Fees for creation of an annual update of the strategic plan.</td>
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<tr>
<td>63</td>
<td>00000</td>
<td>221</td>
<td>KALW Radio</td>
<td>KALW Fund Unrestricted</td>
<td>Temporary Salaries: $5,359.54, Classified Employee Benefits: $640.46, All Other Equipment: $11,000.00</td>
<td>The transfer of these accounts is needed in order to implement and/or realign program needs. Availability of funds is due to anticipated budget surplus in Other Classified Salaries (Temporary) and All Other Equipment. These transferred funds will be used to pay the Dues &amp; Memberships Fees and Contracts for Personal Services needed by Station Management.</td>
</tr>
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</table>
RESTRICTED GENERAL FUND
NONE

Submitted by:  

Reeta Madhavan 04/13/10  
Director of Budget Services

Approved by:  

Joseph C. Grazioli 4/15/10  
Chief Financial Officer
SUBJECT: CONTRACTS FOR STUDENT INTERN PLACEMENT

REQUESTED ACTION:

That the Board of Education Authorize the Superintendent and/or Chief Human Resources Officer to enter into MOUs for Fiscal Years 2010-2012 with local universities and colleges to provide experiences for students enrolled in their training programs.

BACKGROUND:

The District has cooperated with the Departments of Education and counseling of various local universities and colleges in allowing them to place student teachers and teacher/counseling interns in our schools as part of their training experience.

The student teachers/counseling interns are learners that are not paid and do not displace certificated employees in the District. Teacher/ Pupil Personnel Services Credential interns are paid District employees.

Pursuant to these MOUs, the District and the Universities will provide supervision for the interns placed in District schools. This intern program is for two years, FYs 2010-2011 and 2011-2012.

The District is seeking authority to renew a contract with National University and enter into MOUs with Holy Names University, and Loyola Marymount University.

It is to the District’s benefit to enter into these MOUs because it gives the District an opportunity to assess potentially superior counselors and teachers in all areas and is a good opportunity to increase teacher effectiveness in shortage areas such as special education, bilingual education, math and science. These programs also serve as vehicles for increasing intern choice for early completion or dual credential options.

SUBMITTED BY:                          APPROVED:

Roger L. Buschmann                      Carlos A. Garcia
Chief Human Resources Officer           Superintendent
San Francisco Unified School District
San Francisco, California

(Regular Board Meeting of April 27, 2010)

SUBJECT: AUTHORIZATION OF TRAVEL FOR BOARD MEMBERS
- Commissioner Norman Yee
  Reimbursement to Board Member: $1,742.05
  Total Cost of Travel: $1,742.05

REQUESTED ACTION: That the Board of Education authorizes the District to reimburse Commissioner Norman Yee for expenses that were incurred from March 20 - 23, 2010, for his attendance at the Council of the Great City Schools Legislative Conference in Washington DC.

BACKGROUND: Board of Education Policy P3870 requires that travel by Board Members in excess of $250.00 shall be undertaken only with prior authorization by the Board or by the President of the Board, followed by ratification of the Board.

Prepared by:

Esther V. Casco
Executive Assistant
Board of Education
SUBJECT: AUTHORIZATION TO DECLARE OBSOLETE COMPUTER MONITORS, OTHER COMPUTER RELATED ACCESSORIES, FURNITURE, FIXTURES, EQUIPMENT INCLUDING CAFETERIA EQUIPMENT, INSTRUCTIONAL MATERIALS AND OTHER MISCELLANEOUS ITEMS AS SURPLUS PROPERTY

REQUESTED ACTION:
Pursuant to Board Policy P3262 and Education Code Sections 17545-17555, and Education Code Sections 60510-60530, it is recommended that the Board of Education declare certain furniture, fixtures, equipment and obsolete instructional materials no longer suitable for school purposes and delegate the Director of Purchasing the authority to dispose of same by sale, auction and/or disposal or donation using the most cost effective manner.

BACKGROUND:
Site Administrators have identified furniture, fixtures, equipment and instructional materials that are either surplus or broken and unusable items and have requested the District Warehouse to remove them from their individual locations.

District Warehouse staff will transport all functional furniture and equipment from the various sites to the District Warehouse at Selby Street. All furniture and equipment determined to be in suitable condition will be reused in other classrooms to provide a consistency of desks and seating when replacing school furniture and equipment.

The attached listing of estimated furniture, fixtures, equipment and instructional materials are deemed to be surplus items. All items determined to no longer hold any value for replacement parts and/or is beyond economic repair will be disposed of in accordance with Education Code provisions and in the most cost effective manner.

The Board of Education has the authority under Sections 17545-17555 and Section 60510-60530 of the Education Code to sell, auction, donate or otherwise dispose of the District furniture, fixtures, equipment and instructional materials that are unusable, obsolete or no longer needed for District use.

Submitted by:

Rod Sarmiento
Director, Purchasing & Warehouse

Approved by:

Joseph C. Grazioli
Chief Financial Officer
<table>
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<th>SCHOOL/SITE NAME</th>
<th>ITEM DESCRIPTION</th>
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<td>Stacking Chairs</td>
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<td>Easels</td>
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<td>Easel</td>
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<td>3-Ball Basketball Hoop</td>
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<td>Assorted Cables</td>
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Agenda Item
2e. (104-2785)

Surplus inventory Estimates for April 27, 2010 Board Meeting
| Special Education Services (continued) | Bookshelves | 5 |
|                                       | Printer     | 1 |
|                                       | Typewriter  | 1 |
| Stevenson Elementary School           | Desk        | 1 |
| Student Nutrition Services            | Keyboards   | 9 |
|                                       | Monitors    | 2 |
|                                       | Computers   | 2 |
|                                       | Stackable Hub | 1 |
|                                       | Dater       | 1 |
|                                       | Computer Cable Wires | 4 Boxes |
|                                       | Scanner     | 1 |
|                                       | Micropads   | 5 |
|                                       | Power Surge | 2 |
|                                       | Digi 8 Port Box | 1 |
| 21st Century Learning & Accountability| File Cabinets | 62 |
|                                       | Bookcases   | 29 |
|                                       | Cabinet     | 1 |
|                                       | Printers    | 2 |
|                                       | Magazine Holders | 3 |
|                                       | Boards      | 3 |
| Ulloa Elementary School               | Copier      | 1 |
|                                       | Duplicator  | 1 |
|                                       | Table       | 1 |
SUBJECT: Authorization for the award of bids, purchase of and encumbrance for supplies, equipment and/or services over $78,500 or the statutory limit specified in Public Contract Code Section 20111.

REQUESTED ACTION: That the Board of Education authorize the procurement of supplies, equipment, and/or services summarized below.

2009-2010

AWARD OF CONTRACT

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>SCHOOL/DEPARTMENT</th>
<th>DESCRIPTION</th>
<th>VENDOR/MBE/WBE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>220-02-272</td>
<td>Information Technology Department 01-00000-2010-0000-7700-5890-220 (General Funds)</td>
<td>To pay for the purchase of 5,600 Microsoft Desktop Campus ALNG LicSAPk MVL wEntCAL, 250 Microsoft School Windows Server STD LIC/SA , Forefront Management Console, SQL Server Standard, SharePoint Internet, SharePoint Server, ForeFront Threat Management Gateway Enterprise, Desktop w/EntCAL.</td>
<td>New Tech Solutions Non-MBE Non-WBE</td>
<td>$286,704</td>
</tr>
</tbody>
</table>

Bid Results (Items on which all bidders submitted bids)

<table>
<thead>
<tr>
<th>Bidder</th>
<th>MBE / WBE</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Tech Solutions</td>
<td>Non-MBE Non-WBE</td>
<td>$286,704</td>
</tr>
<tr>
<td>Dell Product LP</td>
<td>Publicly Held Corp.</td>
<td>$286,867</td>
</tr>
<tr>
<td>Hewlett-Packard Company</td>
<td>Publicly Held Corp.</td>
<td>$289,101</td>
</tr>
<tr>
<td>En Pointe Technologies Sales, Inc.</td>
<td>Non-MBE Non-WBE</td>
<td>$312,186</td>
</tr>
<tr>
<td>Scholar Buys</td>
<td>Non-MBE Non-WBE</td>
<td>$320,052</td>
</tr>
<tr>
<td>PC Mall / Gov.</td>
<td>Non-MBE Non-WBE</td>
<td>$324,814</td>
</tr>
<tr>
<td>CDW-G</td>
<td>Publicly Held Corp.</td>
<td>$343,977</td>
</tr>
<tr>
<td>CCV Software Inc.</td>
<td>Non-MBE Non-WBE</td>
<td>No-Bid</td>
</tr>
<tr>
<td>Check Point Software Technologies</td>
<td>Non-MBE Non-WBE</td>
<td>No-Bid</td>
</tr>
<tr>
<td>Computerland</td>
<td>Non-MBE Non-WBE</td>
<td>No Bid</td>
</tr>
<tr>
<td>Educational Resources</td>
<td>Non-MBE Non-WBE</td>
<td>No-Bid</td>
</tr>
<tr>
<td>Expert License Desk</td>
<td>Non-MBE Non-WBE</td>
<td>No-Bid</td>
</tr>
<tr>
<td>Zones</td>
<td>Non-MBE Non-WBE</td>
<td>No-Bid</td>
</tr>
</tbody>
</table>
2010-2011

AWARD OF CONTRACT

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>SCHOOL/DEPARTMENT</th>
<th>DESCRIPTION</th>
<th>VENDOR/MBE/WBE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Custodial Services Department</td>
<td>To award the contract for Security Services including guard and patrol services at various schools and administrative offices.</td>
<td>ABC Security MBE Hispanic Female</td>
<td>$1,154,320</td>
</tr>
<tr>
<td>01-00000-2011-0000-8200-5820-341</td>
<td>(General Funds)</td>
<td>Pending Budget Approval</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Term of Contract: 7/01/10 - 6/30/15

Bid Result

<table>
<thead>
<tr>
<th>Vendor</th>
<th>MBE/WBE</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Security</td>
<td>MBE Hispanic Female</td>
<td>$1,154,320.00</td>
</tr>
<tr>
<td>Securitas Security</td>
<td>Non-MBE Non-WBE</td>
<td>$1,271,620.00</td>
</tr>
<tr>
<td>Cypress Security</td>
<td>Non-MBE Non-WBE</td>
<td>$1,323,620.00</td>
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<tr>
<td>Veterans Protective Inc.</td>
<td>Non-MBE Non-WBE</td>
<td>No-Bid</td>
</tr>
<tr>
<td>Silicon Valley Security &amp; Patrol</td>
<td>Non-MBE Non-WBE</td>
<td>No-Bid</td>
</tr>
<tr>
<td>Diamond Detective Agency Inc.</td>
<td>Non-MBE Non-WBE</td>
<td>No-Bid</td>
</tr>
<tr>
<td>CPS Security Solutions</td>
<td>Non-MBE Non-WBE</td>
<td>No-Bid</td>
</tr>
<tr>
<td>W.S.B. and Associates</td>
<td>Non-MBE Non-WBE</td>
<td>No-Bid</td>
</tr>
</tbody>
</table>

Submitted by: Rod Sarmiento
Director of Purchasing & Warehouse

Approved by: Joseph C. Grazioli
Chief Financial Officer
MEMORANDUM

TO: Esther V. Casco
Executive Assistant

FROM: Rod Sarmiento
Director of Purchasing & Warehouse

SUBJECT: Representation of Minority and Woman Business Enterprises (MBE/WBE) on purchases over $78,500.00 or the statutory limit specified in Public Contract Code Section 2011

A Minority Business Enterprise (MBE) is an independent and continuing business for profit, which performs a commercially useful function and which is owned and controlled by one or more minority persons residing in the United States or its territories. A Women-Owned Business Enterprise (WBE) is an independent and continuing business for profit, which performs a commercially useful function and which is owned and controlled by one or more women residing in the United States or its territories.

The MBE/WBE as they appear on the April 27, 2010 Board Agenda are as follows:

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>VENDOR</th>
<th>TOTAL AMOUNT</th>
<th>MBE STATUS</th>
<th>WBE STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>220-02-272</td>
<td>New Tech Solutions</td>
<td>$286,704</td>
<td>Non-MBE</td>
<td>Non-WBE</td>
</tr>
<tr>
<td></td>
<td>ABC Security</td>
<td>$1,154,320</td>
<td>MBE</td>
<td>Hispanic Female</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL AMOUNT</th>
<th>NON MBE/WBE</th>
<th>MBE/WBE AMOUNT</th>
<th>MBE %</th>
<th>WBE %</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,441,024</td>
<td>$286,704</td>
<td>$1,154,320</td>
<td>0</td>
<td>0%</td>
</tr>
</tbody>
</table>

*Purchases from government entities, publicly held corporations and sole sources are not included in this total.
SUBJECT:

Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:

That the Board of Education approve a contract modification between Cal Pacific Construction, Inc. (Cal Pacific) and the San Francisco Unified School District for an amount not to exceed $29,142.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:

Appropriation #21-90391-2010-0000-8500-6279-11058 – Lakeshore ES

CONTRACT:

Mod. No. 7 to No. #01063

Lakeshore ES Modernization Project

Building Construction – Prop A 2006 Bond Program

$29,142.00

RECOMMENDATION:

That the Board of Education approve a contract modification between Cal Pacific Construction, Inc. (Cal Pacific) and the San Francisco Unified School District for an amount not to exceed $29,142.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:

The original scope of this project includes accessibility to the entire school building and play yards, new elevators, handrail extensions at stairs, new path of travel site work, new ramp installation at entrances, toilet room accessibility upgrades, new fire alarm system, door and gate hardware, new flooring, upgrading signage and other improvements required by applicable building codes or SFUSD’s obligations under its settlement in Lopez v. SFUSD.

This modification includes faulty water valves, provide new sink, change bathroom partition, revise casework, provide additional flooring, un-clog drains, add smoke seals, install new gates, replace fire alarm device, cleaning at stage, power to new light, new ramp and landing for B-7, additional costs for roofing and paint exposed concrete floor.

Original contract amount $5,410,000.00
Previous Approved Modification(s) $362,427.00
Contract to be Increased by Modification #7 $29,142.00
New Total Contract Amount as Modified $5,801,569.00
Total % of modification amounts to original contract amount 7.24%

Submitted by:

Maureen Shelton
Director of Construction Management

Recommended by:

David L. Goldin, A.I.A.
Chief Facilities Officer
SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
San Francisco, California  
Board Meeting 04/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve a contract modification between Cal Pacific Construction, Inc. (Cal Pacific) and the San Francisco Unified School District for an amount not to exceed $253,398.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation # 21-90391-2010-0000-8500-6279-11063 Aptos Middle School Modernization

MODIFICATION OF CONTRACT:

<table>
<thead>
<tr>
<th>MODIFICATION</th>
<th>DESCRIPTION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mod. No. 09</td>
<td>Aptos Middle School Modernization</td>
<td>$253,398.00</td>
</tr>
<tr>
<td>Contract 01101</td>
<td>Building Construction – Prop A 2006 Bond Program</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION:
That the Board of Education approve a contract modification between Cal Pacific Construction, Inc. (Cal Pacific) and the San Francisco Unified School District for an amount not to exceed $253,398.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:
The original scope of this project includes new accessible ramps and landings, new fire alarm and sprinkler system, restroom renovations, a new elevator, elevator modernization, new flooring, new lighting, and other improvements required by applicable building codes or SFUSD’s obligations under its settlement in Lopez v. SFUSD.

This modification includes installation of fire sprinklers to protect combustible material in Phase 3 and 6, replacement and upgrade electrical panel for existing equipment, relocation of existing utilities, modification of fixture layout in the ground floor restrooms, installation of ardex to level existing floor in Room 229 and other miscellaneous changes.

Original contract amount (Resolution 94-28W19, April 24, 2009) $11,481,000.00
Previous Approved Modification(s) $1,727,198.00
Contract to be increased by Modification #9 $253,398.00
New Total Contract Amount as Modified $13,461,594.00
Total % of modification amounts to original contract amount 17.25%

Submitted by: 
Maureen Shelton  
Director of Construction Management

Recommended by: 
David L. Goldin, A.I.A.  
Chief Facilities Officer

120
SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
San Francisco, California  
Board Meeting 04/27/10  

SUBJECT:

Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:

That the Board of Education approve this contract modification between Hoi's Construction Inc. and the San Francisco Unified School District for an amount not to exceed $28,592.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:

Appropriation # 21-90391-2010-0000-8500-6279-11078  School Health Programs Administration Building  

CONTRACT:

Mod #1  
No. #01179  

RECOMMENDATION:

That the Board of Education approve this contract modification between Hoi’s Construction Inc. and the San Francisco Unified School District for an amount not to exceed $28,592.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:

This contract is for the modernization of the existing facilities at School Health Programs Administration Building as required by San Francisco Unified School District’s Proposition A 2006 Bond Program.

This modification is for additional carpentry, electrical and plumbing work.

Original contract amount $853,000.00  
Previous Approved Modification(s) $ 0.00  
Contract to be Increased by Modification #1 $ 28,592.00  
New Total Contract Amount as Modified $881,592.00  
Total % of modification amounts to original contract amount 3.35%  

Submitted by:  
Maureen Shelton  
Director of Construction Management  

Recommended by:  
David L. Goldin, A.I.A.  
Chief Facilities Officer  

Agenda Item  
3c. (104-27W3)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
San Francisco, California  
Board Meeting 04/27/10

SUBJECT:  
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:  
That the Board of Education approve this contract modification between Alten Construction and the San Francisco Unified School District for an amount not to exceed $29,069.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:  
Appropriation #21-90391-2010-0000-8500-6279-11062 – Luther Burbank Middle School

CONTRACT:  
Mods #13 to Contract #1058

DESCRIPTION  
Luther Burbank Middle School  
Building Construction – Prop A 2006 Bond Program

COST  
$29,069.00

RECOMMENDATION:  
That the Board of Education approve this contract modification between Alten Construction and the San Francisco Unified School District for an amount not to exceed $29,069.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:  
This contract is for the modernization of the existing facilities at Luther Burbank Middle School as required by San Francisco Unified School District's Proposition A 2006 Bond Program.

Scope of work includes new elevator, handrail extensions at stairs, new path of travel site work, new ramp installation at entrances, toilet room accessibility upgrades, upgrade fire alarm system, door and gate hardware, new flooring, new ceiling and lighting, upgrading signage and other improvements required by applicable building codes or SFUSD’s obligations under its settlement in Lopez v. SFUSD.

This modification includes: installing new electrical circuits, extension of the mechanical duct work in room T52 and T53, reinstall wheel chair lift control switch and demolition of various walls, handrails, and chain link fence.

Original contract amount  
$7,107,260.00

Previous Approved Modifications  
$439,887.00

This Modification (#13)  
$29,069.00

Total Contract Amount as Modified  
$7,576,216.00

% of modification  
6.60%

Submitted by:  
Maureen Shelton  
Director of Construction Management

Agenda Item  
3d. (104-27W4)

Recommended by:  
David L. Goldin, A.I.A.  
Chief Facilities Officer

122
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 04/27/10

SUBJECT:

Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:

That the Board of Education approves this contract modification between Construction Testing Services (CTS) and the San Francisco Unified School District for an amount not to exceed $25,639.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from the Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:

Appropriation # 21-90390-2010-0000-8500-6280-10768 Balboa High School

CONTRACT:

Mod. #3 to No. 00772

DESCRIPTION

Balboa High School – Various Improvements Project
Material Testing and Inspection Services – Prop A 2003 Bond Program

COST

$25,639.00

RECOMMENDATION:

That the Board of Education approves this contract modification between Construction Testing Services (CTS) and the San Francisco Unified School District for an amount not to exceed $25,639.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from the Proposition 39 School Repair Program Fund.

BACKGROUND:

This contract is for Materials Testing and Inspection Services for building improvement projects related to the passage of San Francisco Unified School District's Proposition A 2003 Bond Program. This modification is to covers Materials Testing and Inspection Services and to insure compliance with plans & specifications and DSA requirements for the Balboa High School Various Improvements project.

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>Galileo HS</th>
<th>Balboa HS</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>$34,686.00</td>
<td>$123,510.00</td>
<td>$158,196.00</td>
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</tr>
<tr>
<td>Previous Modifications</td>
<td>$55,204.00</td>
<td>$26,935.80</td>
<td>$82,139.80</td>
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<tr>
<td>Contract to be increased by Mod. #3</td>
<td>$0.00</td>
<td>$25,639.00</td>
<td>$25,639.00</td>
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<tr>
<td>New Total Contract as Modified</td>
<td>$89,890.00</td>
<td>$176,084.80</td>
<td>$265,974.80</td>
</tr>
</tbody>
</table>

Submitted by:

Maureen Shelton
Director of Construction Management

Recommended by:

David L. Goldin, A.I.A.
Chief Facilities Officer

Agenda Item 3e. (104-27W5)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 04/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve this contract modification between K2A, LLP (fka) K2A Architecture + Interiors and the San Francisco Unified School District for an amount not to exceed $42,760.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation #21-90391-2010-0000-8500-6219-11083 – Francis Scott Key Elementary School

CONTRACT:
Mod No. 2 to No. 01158

RECOMMENDATION:
That the Board of Education approve this contract modification between K2A, LLP (fka) K2A Architecture + Interiors and the San Francisco Unified School District for an amount not to exceed $42,760.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:
This contract is for Architectural and Engineering services for building improvement projects related to the San Francisco Unified School District's Proposition A 2006 Bond Program. The scope of work of the 2006 Proposition A Bond Program includes architectural and engineering services required for the design and construction modernization of individual District sites and facilities according to the requirements and regulations of the 2006 Bond Initiative language.

This modification is for additional design service for interim housing design.

| Original Contract          | $ 795,000.00 |
| Previous Modifications (No. 1) | $  9,350.00 |
| This Modification No. 2 (amount not exceed) | $  42,760.00 |
| Total contract as modified | $ 847,110.00 |

Submitted by:
Waziuddin Chowdhury
Director of Project Management

Agenda Item
3f. (104-27W6)

Recommended by:
David L. Goldin, A.I.A.
Chief Facilities Officer
SUBJECT:  
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:  
That the Board of Education approve a contract between Sensible Environmental Solutions, Inc. and the San Francisco Unified School District for an amount not-to-exceed $32,870 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and encumber sufficient funds from the Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:  
Appropriation 21-90390-2010-0000-8500-6212-10753 – Environmental

CONTRACT:  
No. 01233

DESCRIPTION  
BRYANT ELEMENTARY SCHOOL
Industrial Hygiene Services

COST  
$32,870

RECOMMENDATION:  
That the Board of Education approve a contract between Sensible Environmental Solutions, Inc. and the San Francisco Unified School District for an amount not-to-exceed $32,870 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and encumber sufficient funds from the Proposition 39 School Repair Program Fund.

BACKGROUND:  
This contract is for hazardous materials construction support services for the window replacement work at Bryant ES. The scope of work includes support services at pre-bid conference and during the bidding period. The consultant was selected from the pool of Industrial Hygiene consultants selected through the Request for Proposals process for Proposition A 2003 Bond Program projects.
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 4/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve a contract between Sensible Environmental Solutions, Inc. and the San Francisco Unified School District for an amount not-to-exceed $51,970 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and encumber sufficient funds from the Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation 21-90390-2010-0000-8500-6212-10754 – Environmental

CONTRACT:
No. 01234

DESCRIPTION
CLARENDON ELEMENTARY SCHOOL
Industrial Hygiene Services

COST
$51,970

RECOMMENDATION:
That the Board of Education approve a contract between Sensible Environmental Solutions, Inc. and the San Francisco Unified School District for an amount not-to-exceed $51,970 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and encumber sufficient funds from the Proposition 39 School Repair Program Fund.

BACKGROUND:
This contract is for hazardous materials construction support services for the window replacement and exterior painting work at Clarendon ES. The scope of work includes support services at pre-bid conference and during the bidding period. The consultant was selected from the pool of Industrial Hygiene consultants selected through the Request for Proposals process for Proposition A 2003 Bond Program projects.

Submitted by:
Yonko Radonov, Director
Facilities Design & Construction

Submitted by:
Maureen Shelton
Director of Construction Management

Recommended by:
David L. Goldin A.I.A.
Chief Facilities Officer

Agenda Item
3h. (104-27W8)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California
Board Meeting 04/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve a modification to the Master Agreement between Millennium Consulting Associates ("MECA") and the San Francisco Unified School District for an amount not to exceed $216,955.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation #21-90391-2010-0000-8500-6212-11046 - Fairmount ES $ 8,235.00
Appropriation #21-90391-2010-0000-8500-6212-11064 - Hoover MS $116,285.00
Appropriation #21-90391-2010-0000-8500-6212-11044 - Buena Vista ES $ 92,435.00

CONTRACT:
Mod No.16 to Contract #00952

RECOMMENDATION:
That the Board of Education approve a modification to the Master Agreement between Millennium Consulting Associates ("MECA") and the San Francisco Unified School District for an amount not to exceed $216,955.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:
This Master Agreement is for hazardous abatement design services for various building improvement projects related to the passage of San Francisco Unified School District's Proposition A 2006 Bond Program. Individual service agreements will be assigned to define scope, schedule, deliverables and exact cost for each project contract as needed for the duration of the Master Agreement.

This contract modification includes hazardous materials construction observation, monitoring and project closeout for Fairmount Portable Replacement, Hoover MS and Buena Vista ES.

Original Contract
Previous Approved Modifications
This Modification #16 (not-to exceed)
Total Contract as modified

$75,740.00
$571,034.25
$216,955.00
$863,729.25

Submitted by:
Maureen Shelton
Director of Construction Management

Recommended by:
David Goldin, A.I.A.
Chief Facilities Officer

Agenda Item
3i (104-27W9)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 4/27/10

SUBJECT:

Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:

That the Board of Education approve this modification to the Master Agreement between Construction Testing Services and the San Francisco Unified School District for an amount not to exceed $6,890.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:

<table>
<thead>
<tr>
<th>Appropriation #</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-90391-2010-0000-8500-6280-11117</td>
<td>Rooftop (Burnett) ES Greening</td>
<td>$5,384.00</td>
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<tr>
<td>21-90391-2010-0000-8500-6280-11122</td>
<td>Ulloa ES Greening</td>
<td>$1,506.00</td>
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</table>

CONTRACT:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COST</th>
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<tbody>
<tr>
<td>Rooftop (Burnett Campus) ES and Ulloa ES Greening</td>
<td>$6,890.00</td>
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</tbody>
</table>

RECOMMENDATION:

That the Board of Education approve this modification to the Master Agreement between Construction Testing Services and the San Francisco Unified School District for an amount not to exceed $6,890.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:

This contract is for the materials testing and inspection services for building improvement projects related to the passage of San Francisco Unified School District's Proposition A Bond Program. Scope of work included materials testing and inspection services at Rooftop (Burnett Campus) Elementary School and Ulloa Elementary School to ensure compliance with plans & specifications and building requirements.

| Original Contract | $ 242,561.00 |
| Previous Modifications | $ 743,861.00 |
| This Modification (#9) | $ 6,890.00 |
| **Total Contract as Modified** | **$ 993,312.00** |

Submitted by:

Maureen Shelton
Director of Construction Management

Recommended by:

David L. Goldin, A.I.A.
Chief Facilities Officer

Agenda Item
3j. (104-27W10)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California
Board Meeting 4/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve this modification to the Master Agreement between Code Compliance Group and the San Francisco Unified School District for an amount not to exceed $16,254.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:

<table>
<thead>
<tr>
<th>Appropriation</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>New Traditions ES Greening, Roof top ES (Burnett) ES Greening, Ulloa ES Greening</td>
<td>$16,254.00</td>
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CONTRACT:

<table>
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<tr>
<th>Mod No</th>
<th>DESCRIPTION</th>
<th>COST</th>
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<tr>
<td>#11</td>
<td>Building Inspection Services – Prop A 2006 Bond Program</td>
<td>$16,254.00</td>
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RECOMMENDATION:
That the Board of Education approve this modification to the Master Agreement between Code Compliance Group and the San Francisco Unified School District for an amount not to exceed $16,254.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:
This Master Agreement is for inspection services for various building improvement projects related to the passage of San Francisco Unified School District’s Proposition A 2006 Bond Program. Individual service agreements will be assigned to define scope, schedule, deliverables and exact cost for each project contract as needed for the duration of the Master Agreement.

Scope of work is for project inspection services for New Traditions ES, Rooftop ES (Burnett Campus), and Ulloa ES green schoolyards.

| Original Contract Amount | $ 195,500.00 |
| Previous Modifications   | $ 977,560.00 |
| This Modification (#11)  | $ 16,254.00  |
| Total Contract as modified| $1,189,314.00|

Submitted by:
Maureen Shelton
Director of Construction Management

Recommended by:
David L. Goldin, A.I.A.
Chief Facilities Officer
SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve this modification to the Master Agreement between King Construction Inspection, Inc. and the San Francisco Unified School District for an amount not to exceed $249,013.50 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation 21-90391-2010-0000-8500-6290-11089 – Downtown HS $249,013.50

CONTRACT:
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<tr>
<th>DESCRIPTION</th>
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</thead>
<tbody>
<tr>
<td>Mod 10 to Contract No. 00989 Downtown High School Building Inspection Services – Prop A 2006 Bond Program</td>
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</table>

RECOMMENDATION:
That the Board of Education approve this modification to the Master Agreement between King Construction Inspection, Inc. and the San Francisco Unified School District for an amount not to exceed $249,013.50 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement modification on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:
The Original Master Agreement is for inspection services for various building improvement projects related to the passage of San Francisco Unified School District’s Proposition A 2006 Bond Program. Original Scope of work includes project inspection services per DSA requirements at Chinese Ed. Center ES, Claire Lilienthal-Madison Campus, Raphael Weill CDC and Sutro ES Increment 1. Previous modifications added inspection services at 555 Franklin Admin Bldg. Increment 1, Sutro ES, District Admin Increment 1, Luther Burbank Middle School, Lakeshore IH, Sunset IH, Lakeshore ES, Cabrillo ES, Spring Valley ES, Commodore Stockton CDC, Lakeshore Modular project and Luther Burbank Increment 2.

This modification to the Master Agreement is for inspection services for Downtown High School.

<table>
<thead>
<tr>
<th>Original contract amount</th>
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<tr>
<td>Previous Modifications</td>
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<tr>
<td>This Modification #10 (not to exceed)</td>
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<td>Total Contract Value, as modified</td>
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Submitted by: Maureen Shelton
Director of Construction Management

Recommended by: David L. Goldin, A.I.A.
Chief Facilities Officer
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 4/27/10

SUBJECT:

Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:

That the Board of Education approve this modification to the Master Agreement between Ninyo & Moore and the San Francisco Unified School District for an amount not to exceed $4,490.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the modification to the Master Agreement on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:

Appropriation 21-90391-2010-0000-8500-6280-11116 – New Traditions ES Greening

CONTRACT:

Modification #3 to No. 01066

DESCRIPTION

New Traditions ES Greening

Materials Testing and Inspection Services – Prop A 2006 Bond Program

COST

$4,490.00

RECOMMENDATION:

That the Board of Education approve this modification to the Master Agreement between Ninyo & Moore and the San Francisco Unified School District for an amount not to exceed $4,490.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the modification to the Master Agreement on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:

This contract is for the materials testing and inspection services for building improvement projects related to the passage of San Francisco Unified School District's Proposition A Bond Program.

This modification's scope of work includes materials testing and inspection services for the New Traditions ES Greening Project to ensure compliance with plans & specifications and DSA requirements. The cost estimate for this Master Agreement modification includes proposed costs to complete materials testing and inspection services.

| Original Contract | $30,007.00 |
| Previous Modification(s) | $52,709.00 |
| This Modification | $4,490.00 |
| **Total Contract as Modified** | **$87,206.00** |

Submitted by:

Maureen Shelton
Director of Construction Management

Recommended by:

David L. Goldin, A.I.A.
Chief Facilities Officer

Agenda Item 3m. (104-27W13)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 04/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:

That the Board of Education approve this Master Agreement between Sensible Environmental Solutions ("SES") and the San Francisco Unified School District for an amount not to exceed $22,150.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:

<table>
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<tr>
<th>Appropriation #</th>
<th>Description</th>
<th>Amount</th>
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<td>21-90391-2010-0000-8500-6212-11065</td>
<td>2340 Jackson Street</td>
<td>$8,165.00</td>
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<tr>
<td>21-90391-2010-0000-8500-6212-11087</td>
<td>Guadalupe ES</td>
<td>$6,270.00</td>
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CONTRACT:

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<th>COST</th>
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<tr>
<td>2340 Jackson Street, Guadalupe ES &amp; 1360 43rd Avenue</td>
<td>Industrial Hygienist Design and Monitoring – Prop A 2006 Bond Program</td>
<td>$22,150.00</td>
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</table>

RECOMMENDATION:

That the Board of Education approve this Master Agreement between Sensible Environmental Solutions ("SES") and the San Francisco Unified School District for an amount not to exceed $22,150.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the Master Agreement on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund. That the Board of

BACKGROUND:

This Master Agreement is for hazardous abatement design services for various building improvement projects related to the passage of San Francisco Unified School District's Proposition A 2006 Bond Program. Individual service agreements will be assigned to define scope, schedule, deliverables and exact cost for each project contract as needed for the duration of the Master Agreement.

Scope of work includes hazardous materials per-design investigation (Surveys, Data Analysis & Reporting) for 2340 Jackson Street, Guadalupe ES and 1360 43rd Avenue.

| Original Contract Amount | $15,315.00 |
| Previous approved Modification | $208,887.00 |
| This Modification #4 (not-to exceed) | $22,150.00 |
| Total Contract Value as modified | $246,352.00 |

Submitted by:

Maureen Shelton
Director of Construction Management

Recommended by:

David L. Goldin, A.I.A.
Chief Facilities Officer
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California
Board Meeting 4/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve this contract between Mobile Modular Management Corporation and the San Francisco Unified School District for an amount not to exceed $97,148.10 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation #21-90391-2010-0000-8500-6278-11086 – Glen Park Elementary School

CONTRACT:
No. 1224

DESCRIPTION
Glen Park Elementary School
Interim Housing – Prop A 2006 Bond Program

COST
$97,148.10

RECOMMENDATION:
That the Board of Education approve this contract between Mobile Modular Management Corporation and the San Francisco Unified School District for an amount not to exceed $97,148.10 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:
The original scope of services provided the lease six (6) portable classrooms for occupancy during construction activities at Glen Park Elementary School. The anticipated lease term is twelve (12) months covering the duration of construction at the site.

The provider, Mobile Modular Management Corporation, was selected through a Request for Proposals (RFP) process for Interim Housing/Portable Classrooms. Mobile Modular Management Corporation was the only respondent to the RFP.

Performable by District Civil Service Classification: No
District Classification: N/A
Reason for Contracting Out: N/A

Submitted by:
Maureen Shelton
Director of Construction Management

Recommended by:
David L. Goldin, A.I.A.
Chief Facilities Officer
SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
San Francisco, California  

Board Meeting 4/27/10  

SUBJECT:  
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.  

REQUESTED ACTION:  
That the Board of Education approve this contract between Mobile Modular Management Corporation and the San Francisco Unified School District for an amount not to exceed $119,849.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.  

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:  
Appropriation #21-90391-2010-0000-8500-6278-11090 – Edison Charter Elementary School  

CONTRACT:  
No. 1225  

DESCRIPTION  
Edison Charter Elementary School  
Interim Housing – Prop A 2006 Bond Program  

COST  
$119,849.00  

RECOMMENDATION:  
That the Board of Education approve this contract between Mobile Modular Management Corporation and the San Francisco Unified School District for an amount not to exceed $119,849.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.  

BACKGROUND:  
The original scope of services provided the lease seven (7) portable classrooms for occupancy during construction activities at Edison Charter Elementary School. The anticipated lease term is twelve (12) months covering the duration of construction at the site.  

The provider, Mobile Modular Management Corporation, was selected through a Request for Proposals (RFP) process for Interim Housing/Portable Classrooms. Mobile Modular Management Corporation was the only respondent to the RFP.  

Performable by District Civil Service Classification: No  
District Classification: N/A  
Reason for Contracting Out: N/A  

Submitted by:  
Maureen Shelton  
Director of Construction Management  

Recommended by:  
David L. Goldin, A.I.A.  
Chief Facilities Officer  

Agenda Item  
3p. (104-27W16)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 04/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve this contract between P & A Construction and the San Francisco Unified School District for an amount not to exceed $64,900.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund. In the event the District is not able to enter into a contract with P & A Construction, it will award to the next lowest, most responsive and responsible bidder, or the District may elect to rebid the project.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation #21-90390-2010-0000-8500-6270-10786L – Malcolm X Academy ES Greening

CONTRACT:
Contract #01226
Malcolm X Academy ES Greening
Building Construction – Prop A 2003 Bond Program

COST
$64,900.00

RECOMMENDATION:
That the Board of Education approve this contract between P & A Construction and the San Francisco Unified School District for an amount not to exceed $64,900.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund. In the event the District is not able to enter into a contract with P & A Construction, it will award to the next lowest, most responsive and responsible bidder, or the District may elect to rebid the project.

BACKGROUND:
This contract is for construction of the green schoolyard program at Malcolm X Academy elementary school as allocated by the San Francisco Unified School District’s Proposition A 2003 Bond Program.

Scope of work includes, but is not limited to, the construction of an outdoor amphitheatre with planting areas and the installation of an irrigation system.

Submitted by:
Maureen Shelton
Director of Construction Management

Recommended by:
David L. Goldin, A.I.A.
Chief Facilities Officer

Agenda Item
3q. (104-27W17)
SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve this contract between Deems Lewis McKinley (DLM) Architects and the San Francisco Unified School District for an amount not to exceed $289,030.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation #21-90391-2010-0000-8500-6210-11075 -- Presidio CDC

CONTRACT:
No. # 01127

DESCRIPTION
Presidio CDC
Architectural/Engineering Services - Prop A 2006 Bond Program

COST
$289,030.00

RECOMMENDATION:
That the Board of Education approve this contract between Deems Lewis McKinley (DLM) Architects and the San Francisco Unified School District for an amount not to exceed $289,030.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:
This contract is for Architectural and Engineering services for building improvement projects related to the San Francisco Unified School District's Proposition A 2006 Bond Program. The scope of work of the 2006 Proposition A Bond Program includes architectural and engineering services required for the design and construction modernization of individual District sites and facilities according to the requirements and regulations of the 2006 Bond Initiative language.

The consultant was selected pursuant to the District's Request for Proposals process. After review of 27 proposals submitted by architectural firms the District determined that the following firms had the prerequisite qualifications, experience and staff at this time for the 2006 Proposition A Bond Program architects: CSDA Architects, Cervantes Design Associates, Deems Lewis McKinley Architects, DSK Architects, ED2 International, Gelfand Partners, Hamilton + Aitken Architects, K2A Architects, KYA Architecture, Lemanski and Rockwell Architects, Paulette Taggart Architects, Plum Architects, SIM Architects, VBN Architects. Individual projects are assigned based on the firm's experience, size and capabilities for each of the individual projects as determined by the Bond Program staff.

Reason for Contracting Out: The volume of architectural and engineer work, the extensive experience and specialized expertise in school design and construction required and the strict time frames required to perform the work, under the legal requirements of the ADA Lopez Stipulated Judgment preclude performing these services in-house.

Submitted by:
Waziuddin Chowdhury
Director of Project Management

Recommended by:
David L. Goldin, A.I.A.
Chief Facilities Officer
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 04/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve this contract between Kendall Young Architects and the San Francisco Unified School District for an amount not to exceed $645,000.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation #21-90391-2010-0000-8500-6210-11087 - Guadalupe Elementary School

CONTRACT:
No. # 01228
Guadalupe Elementary School
Architectural/Engineering Services - Prop A 2006 Bond Program

COST
$645,000.00

RECOMMENDATION:
That the Board of Education approve this contract between Kendall Young Architects and the San Francisco Unified School District for an amount not to exceed $645,000.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:
This contract is for Architectural and Engineering services for building improvement projects related to the San Francisco Unified School District's Proposition A 2006 Bond Program. The scope of work of the 2006 Proposition A Bond Program includes architectural and engineering services required for the design and construction modernization of individual District sites and facilities according to the requirements and regulations of the 2006 Bond Initiative language.

The consultant was selected pursuant to the District's Request for Proposals process. After review of 27 proposals submitted by architectural firms the District determined that the following firms had the requisite qualifications, experience and staff at this time for the 2006 Proposition A Bond Program architects: CSDA Architects, Cervantes Design Associates, Deems Lewis McKinley Architects, DSK Architects, ED2 International, Gelfand Partners, Hamilton + Allken Architects, K2A Architects, KYA Architecture, LCP Architects, Lemanski and Rockwell Architects, Paulette Taggart Architects, Plum Architects, SIM Architects, VBN Architects. Individual projects are assigned based on the firm's experience, size and capabilities for each of the individual projects as determined by the Bond Program staff.

Performable by District Civil Service Classification: Yes
District Classification: Multiple
Reason for Contracting Out: The volume of architectural and engineer work, the extensive experience and specialized expertise in school design and construction required and the strict time frames required to perform the work, under the legal requirements of the ADA Lopez Stipulated Judgment preclude performing these services in-house.

Submitted by:
Waziuddin Chowdhury
Director of Project Management

Recommended by:
David L. Goldin, A.I.A.
Chief Facilities Officer

Agenda Item
3s. (104-27W19)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
San Francisco, California  
Board Meeting 04/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve this contract between Comely Company and the San Francisco Unified School District for an amount not to exceed $92,214.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation #21-90391-2010-0000-8500-6270-11073 – Burnett CDC- Boiler Replacement

CONTRACT:
No. #1229  
Burnett CDC - Boiler Replacement  
Building Construction – Prop A 2006 Bond Program  
COST $92,214.00

RECOMMENDATION:
That the Board of Education approve this contract between Comely Company and the San Francisco Unified School District for an amount not to exceed $92,214.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund.

BACKGROUND:
This contract is for the boiler replacement at Burnett Child Development as required by San Francisco Unified School District's Proposition A 2006 Bond Program. Only one bid was received, but the bid is responsive and within the project budget estimate.

Submitted by:

Maureen Shellon  
Director of Construction Management

Recommended by:

David L. Goldin, A.I.A  
Chief Facilities Officer

Agenda Item  
3t. (104-27W20)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California
Board Meeting 04/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve this contract between Sonomarin, Inc and the San Francisco Unified School District for an amount not to exceed $558,818.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund. In the event the District is not able to enter into a contract with Sonomarin, Inc, it will award to the next lowest, most responsive and responsible bidder, or the District may elect to re-bid the project.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation #21-90390-2010-0000-8500-6270-10766 Abraham Lincoln High School – Boiler Replacement

<table>
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<td>Abraham Lincoln High School</td>
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<td>Sonomarin, Inc.</td>
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<tr>
<td>Cornely Company</td>
<td>$569,491.00</td>
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<tr>
<td>Schram Construction, Inc</td>
<td>$967,800.00</td>
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RECOMMENDATION:
That the Board of Education approve this contract between Sonomarin, Inc and the San Francisco Unified School District for an amount not to exceed $558,818.00 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund. In the event the District is not able to enter into a contract with Sonomarin, Inc, it will award to the next lowest, most responsive and responsible bidder, or the District may elect to re-bid the project.

BACKGROUND:
This contract is for the boiler replacement at Abraham Lincoln High School as required by San Francisco Unified School District's Proposition A 2003 Bond Program.

Submitted by:
Maureen Shelton
Director of Construction Management

Recommended by:
David L. Goldin, A.I.A
Chief Facilities Officer
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 04/27/10

SUBJECT:
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:
That the Board of Education approve this contract between All Trusty Builders and the San Francisco Unified School District for an amount not to exceed $358,000 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund. In the event the District is not able to enter into a contract with All Trusty Builders, it will award to the next lowest, most responsive and responsible bidder, or the District may elect to re-bid the project.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation #21-90390-2010-0000-8500-6270-10773 AP Giannini Middle School – Phase 3

CONTRACT:
No. #001232
DESCRIPTION
AP Giannini Middle School – Phase 3
Building Construction - Prop A 2003 Bond Program
COST $358,000.00

CONTRACTOR
BID AMOUNT
All Trusty Builders $358,000
LC General $431,000
Angotti & Reilly $432,300
Gamma Builders $437,300
Gold Spring $451,433
IMR Contractor $465,000
JPC Construction $524,700

CONTRACTOR
BID AMOUNT
River View $567,000
Rodan Builders $606,000
B-Side, Inc. $700,000
CLW Builders $750,000
Eternal $760,600
Ionian Construction $840,000
Hoi's Construction $963,000

RECOMMENDATION:
That the Board of Education approve this contract between All Trusty Builders and the San Francisco Unified School District for an amount not to exceed $358,000 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and to encumber sufficient funds from Proposition 39 School Repair Program Fund. In the event the District is not able to enter into a contract with All Trusty Builders, it will award to the next lowest, most responsive and responsible bidder, or the District may elect to re-bid the project.

BACKGROUND:
This contract is for the general modernization of AP Giannini Middle School as required by San Francisco Unified School District's Proposition A 2003 Bond Program.

This project includes installation of fire sprinkler system for the remaining of the school and painting of existing fire sprinkler piping.

Submitted by:
Maureen Shelton
Director of Construction Management

Recommended by:
David L. Goldin, A.I.A.
Chief Facilities Officer

Agenda Item
3v. (104-27W22)
SUBJECT:

Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:

That the Board of Education approve a contract between Builder Max, Inc. and the San Francisco Unified School District and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and encumber sufficient funds from the Capital Facilities Fund and the 1990 School Facility Safety Special Tax Fund. Should the District be unable to enter into a contract with Builder Max, Inc., the contract will be awarded to the next lowest, responsive and responsible bidder.

CAPITAL FACILITIES FUND: FOR LOPEZ ADA CAPITAL IMPROVEMENT
Appropriation 25-90361-2010-0000-8500-6270 -11301 - Construction - Gordon Lau ES - $4,356

1990 SCHOOL FACILITY SAFETY SPECIAL TAX FUND: FOR LOPEZ ADA CAPITAL IMPROVEMENT
Appropriation 21-90361-2010-0000-8500-6270 -11301 - Construction - Gordon Lau ES - $4,356

CAPITAL FACILITIES FUND: FOR LOPEZ ADA CAPITAL IMPROVEMENT
Appropriation 25-90361-2010-0000-8500-6270 -11311 - Construction - Jose Ortega ES - $19,844

1990 SCHOOL FACILITY SAFETY SPECIAL TAX FUND: FOR LOPEZ ADA CAPITAL IMPROVEMENT
Appropriation 21-90361-2010-0000-8500-6270 -11311 - Construction - Jose Ortega ES - $19,844

CONTRACT:

<table>
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<tr>
<th>No. 01231</th>
<th>GORDON J. LAU &amp; JOSE ORTEGA ELEMENTARY SCHOOLS</th>
<th>$48,400</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>General Contractor Services</td>
<td></td>
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</table>

BIDDERS

Builder Max, Inc. $48,400
Eternal Construction $50,600
Hoi's Construction $66,000
Gold Spring Construction $66,137
All Trusty Builders $67,000
Rodan Builders $93,900

RECOMMENDATION:

It is recommended that the sum of $48,400 as bid by Builder Max, Inc. be awarded. Should the District be unable to enter into a contract with Builder Max, Inc., the contract will be awarded to the next lowest, responsive and responsible bidder.

BACKGROUND:

This contract is for the ADA site improvements (paths of travel) at Gordon J. Lau ES and Jose Ortega ES. The scope of work consists of upgrading selected restroom areas to meet ADA compliance as part of the facility hardship process filed with DSA (Division of the State Architect) associated with the new play structure installation at both school sites.

Submitted by:

Yonko Radonov, Director
Facilities Design & Construction

Agenda Item
3w. (104-27W23)

Recommended by:

David L. Goldin A.I.A.
Chief Facilities Officer
SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
San Francisco, California  
Board Meeting 4/27/10  

SUBJECT:  
Contracts, Orders for Service, Work Order and Modifications in connection with the School Building Program.

REQUESTED ACTION:  
That the Board of Education approve a contract between Svala Construction, Inc. and the San Francisco Unified School District and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the contract on behalf of the District and encumber sufficient funds from the Capital Facilities Fund and the 1990 School Facility Safety Special Tax Fund. Should the District be unable to enter into a contract with Svala Construction, Inc., the contract will be awarded to the next lowest, responsive and responsible bidder.

CAPITAL FACILITIES FUND: FOR LOPEZ ADA CAPITAL IMPROVEMENT  
Appropriation 25-90361-2010-0000-8500-6270 -11300 - Construction – $3,300,500

1990 SCHOOL FACILITY SAFETY SPECIAL TAX FUND: FOR LOPEZ ADA CAPITAL IMPROVEMENT  
Appropriation 21-90361-2010-0000-8500-6270 -11300 - Construction – $3,300,500

CONTRACT:

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<td>01235</td>
<td>INTERNATIONAL STUDIES ACADEMY @ ENOLA MAXWELL</td>
<td>$6,601,000</td>
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General Contractor Services

BIDDERS

- Svala Construction, Inc.  
- CDX Builders, Inc.  
- AJF/BHM A Joint Venture  
- Rodan Builders, Inc.  
- Asten Construction, Inc.  
- Angotti & Reilly  
- Arntz Builders  
- Alpha Bay Builders, Inc.  
- CLW Builders, Inc.  
- John Plane Construction, Inc.  
- Cal Pacific Construction, Inc.  
- Fine Line Construction

BIDS

- $6,601,000  
- $6,675,800  
- $6,854,482  
- $6,864,000  
- $7,136,055  
- $7,255,342  
- $7,296,195  
- $7,304,000  
- $7,368,000  
- $7,448,350  
- $7,570,000  
- Non-Responsive

RECOMMENDATION:  
It is recommended that the sum of $6,601,000 as bid by Svala Construction, Inc. be awarded. Should the District be unable to enter into a contract with Svala Construction, Inc., the contract will be awarded to the next lowest, responsive and responsible bidder.
CONTINUED:

BACKGROUND:

This contract is for the modernization project consisting of accessibility, and fire & life safety requirements at International Studies Academy at Enola Maxwell. The accessibility work includes classrooms renovation with accessible door and hardware, signage throughout, accessible casework, restrooms alteration, hydraulic lift addition, elevator modernization, locker rooms reconfiguration and accessible ramps. The fire and life safety work includes seismic upgrades consisting of site grading, steel canopy, fire sprinkler system, concrete shear walls, and foundations. The scope of work is associated with hazardous materials abatement, structural, mechanical, plumbing and electrical building systems.

Submitted by:

Yonko Radonov, Director
Facilities Design & Construction

Recommended by:

David L. Goldin A.I.A.
Chief Facilities Officer
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board meeting April 27, 2010

ACCEPTANCE OF THE FINDINGS OF THE 2008-2009 ANNUAL FINANCIAL AUDIT
REPORT OF THE 2003/2006 PROPOSITION A FACILITY BOND FUND

WHEREAS, voters of the City of San Francisco approved Proposition A in 2003 and Proposition A in 2006 in
order to modernize, improve and construct school facilities at certain District school sites; and

WHEREAS, California Education Code Section 15278(a) requires the governing Board of a school district to
establish and appoint persons within the District to an independent citizens’ oversight committee, if a bond
measure authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII of the California
Constitution is approved; and

WHEREAS, the purpose of the SFUSD Citizens’ Bond Oversight Committee is to inform the public
concerning the expenditure of bond revenues, to actively review and report on the proper expenditure of
taxpayer money for school construction; and

WHEREAS, the Committee has received and reviewed the 2008-2009 annual independent financial audit
report and procedures audit report prepared by Vavinek, Trine, Day & Co. and has had the opportunity to ask
questions of the District’s independent auditor who performed the audit; and voted by a unanimous vote on
March 24, 2010 to accept the findings of the audit; and

WHEREAS, based upon all of the information provided to the Committee and discussions held, no
information came to the Committee’s attention that would indicate that Bond revenues were spent for reasons
other than those authorized by the 2003 & 2006 Proposition A Bonds and by Proposition 39, as follows:

1. The Bond revenues have been expended only for the purposes described in the paragraph (3) of
   subdivision (b) of Section 1 of Article XIII A of the California Constitution; and

2. That the Bond revenues have not been expended for any teacher or administrative salaries or other
   school operating expenses as prohibited by subparagraph (A) of paragraph (3) of subdivision (b)
   of Section 1 of Article XIII A of the California Constitution.

BE IT RESOLVED, that the Board of Education of the San Francisco Unified School District, who
previously received copies of the 2008/2009 audit reports by separate cover, accepts the 2008-2009 year Audit
Report and the Citizens’ Bond Oversight Committee’s resolution and commends the members of the Citizen’s
Bond Oversight Committee for their continued efforts on behalf of the Bond Program, the District and the
Citizens of San Francisco.

Submitted by:

[Signature]

David L. Goldin A.I.A.
Chief Facilities Officer &
Interim Bond Program Director

Agenda Item
3y. (104-27W25)
MEMORANDUM

TO: Esther Casco, Executive Assistant
FROM: David Goldin
Chief Facilities Officer

RE: Representation of Disabled Veteran, Minority and Women Owned Business Enterprises (DVBE, MBE/WBE)

In an effort to increase participation for all ethnicity's and genders, the District has increased its own advertising efforts to include publications and listing with the greatest circulation to contractors and subcontractors. In addition, the bidding documents include an outreach certification which requires the contractors to solicit subcontractors through publications of an advertisement and/or listing in at least two (2) of an approved list of publications and/or listing.

The ethnicity and gender are presented below as they appear on the April 27, 2010 Board Agenda:

<table>
<thead>
<tr>
<th>Document</th>
<th>Vendor</th>
<th>Total Amount</th>
<th>DVBE Status</th>
<th>MBE/WBE Status</th>
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<td>MODIFICATION</td>
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<td>MODIFICATION</td>
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<td>MODIFICATION</td>
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Enclosure(s)

cc: Leonard Tom, Fe Bongolan, Michelle Chariton, William Chow, Waziuddin Chowdhury, Andrea Dawson, Kristen Harper, Ryan Henderson, Erin Hirst, Dewitt Mark, Lori Shelton, Maureen Shelton, Alberto Vasquez, James Wong
April 16, 2010

MEMORANDUM

TO: Esther Casco
   Executive Assistant

FROM: Yonko Radonov, Director
       Facilities Design & Construction

RE: Representation of Disabled Veteran, Minority and Women Owned Business Enterprises (DVBE, MBE/WBE)

In an effort to increase participation for all ethnicities and genders, the District has increased its own advertising efforts to include publications and listings with the greatest circulation to contractors and subcontractors. In addition, the bidding documents include an outreach certification which requires the contractors to solicit subcontractors through at least two (2) approved publications, advertisements or listings.

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<td>TOTAL:</td>
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<td>$6,734,240.00</td>
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SAN FRANCISCO UNIFIED SCHOOL DISTRICT
SAN FRANCISCO, CA
April 27, 2010

SUBJECT: Administrative, Secondary, Elementary Certificated Personnel Actions.

Action Requested: That the Board of Education approves the following personnel actions.

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<td>Bradley, Rebecca Lee</td>
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<td>Free, Ron James</td>
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<td>Holway, Teresa M</td>
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<td>Kolba, Kathleen J.</td>
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<td>Menachem Perelmutter, Roni</td>
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<td>Ortega, Cecelia</td>
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<td>Reed, Alme Felica</td>
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<td>Takesh, Steve S</td>
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<td>Vignaux, Paul</td>
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<th>DEPARTMENT HEAD APPOINTMENT</th>
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<td>Vannelli, Michael D.</td>
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### LEAVE OF ABSENCE

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<td>Raoul Wallenberg H.S.</td>
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<td>06/30/2010</td>
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<td>George Washington H.S.</td>
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<td>Hogan, Heather A</td>
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<td>06/30/2010</td>
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<td>Lam, Kimberly</td>
<td>Francis Scott Key E.S.</td>
<td>03/22/2010</td>
<td>04/25/2010</td>
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<td>06/30/2010</td>
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<td>Cesar Chavez E.S.</td>
<td>04/05/2010</td>
<td>06/30/2010</td>
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<td>03/15/2010</td>
<td>03/23/2010</td>
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<td>Mullin, Erik E</td>
<td>Dr. G. Washington Carver E.S.</td>
<td>02/25/2010</td>
<td>04/04/2010</td>
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<td>O’Brien Jr., Thomas Ray</td>
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<td>06/30/2010</td>
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<td>04/04/2010</td>
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<td>04/11/2010</td>
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<td>Log. Cabin Sch.(Spec)</td>
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<td>Williams, Martha L</td>
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<td>Winters, Anne M.</td>
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### REDUCED WORK/PARTNERSHIP TEACHING

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### SEPARATION

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### AMENDMENTS

**104-27F9**

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Administrative, Secondary, Elementary Certificated Personnel Action
Prepared by

Roger L. Buschmann
Chief Human Resources Officer

Agenda Item
4a. (104-27F1 – F9)
GENDER / ETHNICITY / RACE COMPOSITION
TEMPORARY APPOINTEES
APPEARING IN THE AGENDA OF
April 27, 2010

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## GENDER / ETHNICITY / RACE COMPOSITION

**EMERGENCY APPOINTEE**

**APPEARING IN THE AGENDA OF**

*April 27, 2010*

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GENDER / ETHNICITY / RACE COMPOSITION  
INTERN APPOINTEE  
APPEARING IN THE AGENDA OF  
April 27, 2010

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ETHNICITY

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GENDER / ETHNICITY / RACE COMPOSITION
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APPEARING IN THE AGENDA OF
April 27, 2010

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SUBJECT: Consultant Services  □ Individual  □ Organization

DATE OF BOARD MEETING: April 27, 2010
Is this a retroactive resolution?  □Yes  □ No
If yes, please explain. School schedule required work to start.
or other comments:

SERVICE/ PROGRAM DESCRIPTION:
104-27K1

Ms. Schwartz is an Artist in Residence providing assistance to our music students. She will continue to teach the students the keyboard and other instruments. This contract includes an employee of Roots Program and works at our school everyday. Music Therapist.

Category: Visual & Performing Arts Enrichment  Code: 27
School Site/ and or Department:
Visitacion Valley Middle School
Participants: (Those students, sites, or personnel who will be directly served by this consultant)
Music students
Dates of Service:
March 9, 2010 to June 2, 2010
Total Cost:
$6,480.00

Funding Source(s)/Program Title:
NCLB: Title I, Schoolwide Programs (SWP)

SACS Code(s):
01-31500-2010-1110-21 00-5803-868

Name of Consultant: Lauren Schwartz  $6,480.00
Evaluation: $0
Total Cost: $6,480.00

DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS:
□ Goal 1: Access & Equity – Make social justice a reality.
□ Goal 2: Student Achievement – Engage high achieving and joyful learners.
□ Goal 3: Accountability – Keep our promises to students and families.
EVALUATION:

- Level I: Complete Task
- Level II: Complete Task, Provide Feedback and/or Produce Product
- Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
- Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:

Ms. Schwartz is continuing to work with our students. This has been a five year activity where she uses her talents as a musician to assist our students.

DEGREE OF STUDENT CONTACT:

- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED AND SUBMITTED BY: James S. Dierke, Principal

SCHOOL SITE/and or DEPARTMENT: Visitacion Valley Middle School
SUBJECT: Consultant Services  □ Individual  □ Organization

K Resolution

FOR BOARD OFFICE USE ONLY □ Vendor has multiple contracts for the current fiscal school year.

DATE OF BOARD MEETING: April 27, 2010

Is this a retroactive resolution? □ Yes  □ No

If yes, please explain. Choose from list below or other comments:

SERVICE/ PROGRAM DESCRIPTION:

104-27K2

(What the service and program description are; why the services are required; how the services will benefit the District)

This contract is to pay new intern teachers at charter schools for substitute day(s) used to meet with a one-on-one teacher coach who is trained using SFUSD's Formative Assessment tools. Teacher Coaches participate in the design of the intern teacher's classroom procedures and core content lessons, coordinate the new teacher support between the site administrator, the Intern Program, the University and the Special Education department. Coaches support Interns who are concurrently teaching and pursuing alternative certification in order to earn Level 1 Credential at a partnering University/Credential Program.

Category: Teacher Mentoring               Code: 22

School Site/ and Department: HR Teacher Support & Development

Participants: (Those students, sites, or personnel who will be directly served by this consultant) Edgewood Center for Children, Oakes Children Center

Dates of Service: January 1, 2010 to May 22, 2010

Total Cost: $1,750.00

Funding Source(s)/Program Title:
UGF/Alternative Certification Program for Intern Teachers

SACS Code(s):
01-06260-2010-1110-2100-5803-192
Name of Consultant: Christina L Anderson $250 $1,750.00
Laura Laird $250
Alyssa Lund $250
Donna Montgomery $250
Gale Rosboro $250
Eric Sanchez $250
Angela Yen $250

Evaluation: $0
Total Cost: $1,750.00

DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS:
- Goal 1: Access & Equity – Make social justice a reality.
- Goal 2: Student Achievement – Engage high achieving and joyful learners.
- Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:
- Level I: Complete Task
- Level II: Complete Task, Provide Feedback and/or Produce Product
- Level III: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful
- Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:
These alternative Certification Internship teachers were selected through application and structured interview processes at the school site and with the partnering university.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Grace Ng

SUBMITTED BY: Debra Eslava-Burton

SCHOOL SITE/AND OR DEPARTMENT: HR Teacher Support & Development
SUBJECT: Consultant Services   ☑ Individual   ☑ Organization

DATE OF BOARD MEETING: April 27, 2010

Is this a retroactive resolution? ☑ Yes  ☑ No

If yes, please explain. Choose from list below or other comments:

SERVICE/PROGRAM DESCRIPTION:
104-27K3

Category: Supplemental Student Counseling  Code: 21

School Site/and or Department: Hillcrest Elementary School

Participants: (Those students, sites, or personnel who will be directly served by this consultant): 150 students

Dates of Service: June 14, 2010 - July 23rd, 2010

Total Cost: $25,000.00

Funding Source(s)/Program Title:
Prop A: Innovation, Research & Development

SACS Code(s):
01-90234-2010-1110-2100-5803-614 $12,000
01-90234-2011-1110-2100-5803-614 $13,000
Pending FY 2010-11 Budget Approval

Name of Consultant: Edgewood Center for Children & Families
Evaluation: $0
Total Cost: $25,000.00

DISTRICT GOALS AND EVALUATION:

☑ Goal 1: Access & Equity – Make social justice a reality.
☑ Goal 2: Student Achievement – Engage high achieving and joyful learners.
☐ Goal 3: Accountability – Keep our promises to students and families.
EVALUATION:
- Level I: Complete Task
- Level II: Complete Task, Provide Feedback and/or Produce Product
- Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
- Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:
Edgewood was picked because of their expertise in working with children and families in regards to behavior management and emotional support. Additionally, Edgewood staff has forged deep professional relationships with staff and families.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED AND SUBMITTED BY: Richard Zapien
SCHOOL SITE/and or DEPARTMENT: Hillcrest Elementary School
SUBJECT: Consultant Services  
□ Individual  ○ Organization

FOR BOARD OFFICE USE ONLY  ○ Vendor has multiple contracts for the current fiscal school year.

DATE OF BOARD MEETING: April 27, 2010

Is this a retroactive resolution?  □ Yes  ○ No

If yes, please explain. Choose from list below or other comments:

SERVICE/PROGRAM DESCRIPTION:

Performing Arts Workshop will provide E.R. Taylor Elementary School 127 students in Kindergarten through Third Grade with Artist Residencies in Folk Dance/Chinese Dance

Category: Visual & Performing Arts Enrichment  
Code: 27

School Site/and or Department:  
E.R. Taylor Elementary

Participants: (Those students, sites, or personnel who will be directly served by this consultant)  
Kindergarten through Third Grade students: 127 students total

Dates of Service:  
4/28/10 - 6/4/10

Total Cost:  
$5,220.00

Funding Source(s)/Program Title:  
PEEF: Prop H, Arts and Music

SACS Code(s):  
01-90552-2010-1110-2100-5803-513

Name of Consultant: Performing Arts Workshop  
$5,220.00

Evaluation:  
$0

Total Cost:  
$5,220.00

DISTRICT GOALS AND EVALUATION:

□ Goal 1: Access & Equity – Make social justice a reality.
□ Goal 2: Student Achievement – Engage high achieving and joyful learners.
□ Goal 3: Accountability – Keep our promises to students and families.
EVALUATION:
- [X] Level I: Complete Task
- [ ] Level II: Complete Task, Provide Feedback and/or Produce Product
- [ ] Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
- [ ] Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:
E.R. Taylor has worked with Performing Arts Workshop for many years. Teachers and staff were directly involved in the Selection process, having met and collaborated with both the Artist and PAWS in the past. Teachers also met with the Artist to schedule & coordinate the upcoming Residency.

DEGREE OF STUDENT CONTACT:
- [ ] Limited Contact
- [X] More Than Limited Contact
- [ ] No Student Contact

PREPARED AND SUBMITTED BY: Maria Derus, Vice Principal

SCHOOL SITE/and or DEPARTMENT: E.R. Taylor Elementary School
SUBJECT: Consultant Services  ❑ Individual  ❑ Organization

FOR BOARD OFFICE USE ONLY  ❑ Vendor has multiple contracts for the current fiscal school year

DATE OF BOARD MEETING: April 27, 2010

Is this a retroactive resolution?  ❑ Yes  ❑ No

If yes, please explain. Choose from list below or other comments:

SERVICE/ PROGRAM DESCRIPTION: Young Audiences of Northern California will provide 66 students in Grades Two & Fifth at E.R. Taylor Elementary School with an Artist Residency in Visual Arts.

Category: Visual & Performing Arts Enrichment  Code: 27

School Site/ and or Department: E.R. Taylor Elementary School

Participants: 2nd & 5th Grade students: 66 students total

Dates of Service: 4/28/10 - 6/4/10

Total Cost: $699.00

Funding Source(s)/Program Title:
PEEF: Prop H, Arts & Music

SACS Code(s):
01-90552-2010-1110-2100-5803-513

Name of Consultant: Young Audiences of Northern California  $699.00

Evaluation: $0

Total Cost: $699.00

DISTRICT GOALS AND EVALUATION:

❑ Goal 1: Access & Equity – Make social justice a reality.
❑ Goal 2: Student Achievement – Engage high achieving and joyful learners.
❑ Goal 3: Accountability – Keep our promises to students and families.
EVALUATION:

- Level I: Complete Task
- Level II: Complete Task, Provide Feedback and/or Produce Product
- Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
- Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:

E.R. Taylor has worked with Young Audiences of Northern California for many years. Teachers and staff were directly involved in the Selection process, having met and collaborated with both the Artist and YANC in the past. Teachers also met with the Artist to schedule & coordinate the upcoming Residency.

DEGREE OF STUDENT CONTACT:

- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED AND SUBMITTED BY: Maria Derus, Vice Principal

SCHOOL SITE/and or DEPARTMENT: E.R. Taylor Elementary School
SUBJECT: Consultant Services  ☑️ Individual  ☑️ Organization

DATE OF BOARD MEETING: April 27, 2010

Is this a retroactive resolution?  ☑️Yes ☐ No

If yes, please explain. Information not finalized in time for Board packet. The school will develop a procedure to ensure timely submission of the K-Resolution.

SERVICE: Japanese culture and language assemblies: Silkworm to Kimonos.

104-27K6

Category: Visual & Performing Arts Enrichment  Code: 27

School Site/ and or Department: Clarendon

Participants: (Those students, sites, or personnel who will be directly served by this consultant) K-2

Dates of Service: March 2, 2010 – March 12, 2010

Total Cost: $960.00

Funding Source(s)/Program Title:
PEEF: Prop H, Arts & Music

SACS Code(s):
01-90552-2010-1110-2100-5803-478

Name of Consultant: Museum of Craft and Folk Art  $960.00

Evaluation: $0.00

Total Cost: $960.00

PROGRAM DESCRIPTION AND DISTRICT GOAL:

The Museum of Craft and Folk Art provide workshops connected with language and cultural activities to supplement our Japanese language and cultural program, making connections to the Arts, ELA and Social Studies instruction.

DISTRICT GOALS:

☒ Goal 1: Access & Equity – Make social justice a reality.
☒ Goal 2: Student Achievement – Engage high achieving and joyful learners.
☒ Goal 3: Accountability – Keep our promises to students and families.

EVALUATION: ☑️ Level I : Complete Task
☐ Level II: Complete Task, Provide Feedback and/or Produce Product
☐ Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
☐ Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building
SELECTION PROCESS:
The Prop H coordinator surveyed the teachers and researched options.

DEGREE OF STUDENT CONTACT:
☒ Limited Contact ☐ More Than Limited Contact ☐ No Student Contact

PREPARED AND SUBMITTED BY: Peter Van Court, Principal
SCHOOL SITE/and or DEPARTMENT: Clarendon Alternative
SUBJECT: Consultant Services  □ Individual  □ Organization

DATE OF BOARD MEETING: April 27, 2010

Is this a retroactive resolution? □ Yes  □ No

If yes, please explain. Information not finalized in time for Board packet. The school will develop a procedure to ensure timely submission of the K-Resolution.

SERVICE: Tales from the Pacific Rim - Narrative and Music Performances

Category: Visual & Performing Arts Enrichment  Code: 27

School Site/ Clarendon
and or Department:

Participants: (Those students, All Students
sites, or personnel who will be
directly served by this consultant)

Dates of Service: March 4, 2010 – April 21, 2010

Total Cost: $1,500.00

Funding Source(s)/Program Title:
PEEF: Prop H, Arts & Music

SACS Code(s):
01-90552-2010-1110-2100-5803-478

Name of Consultant: Young Audiences of Northern California  $1,500.00

Evaluation: $ 0.00

Total Cost: $1,500.00

PROGRAM DESCRIPTION AND DISTRICT GOAL:

Historical rendition of the plight of the Pacific Rim immigrants coming to the United States.

DISTRICT GOALS:

□ Goal 1: Access & Equity – Make social justice a reality.
□ Goal 2: Student Achievement – Engage high achieving and joyful learners.
□ Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:

□ Level I: Complete Task
□ Level II: Complete Task, Provide Feedback and/or Produce Product
□ Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
□ Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building
SELECTION PROCESS:
Prop H. coordinator surveyed the teacher and researched options.

DEGREE OF STUDENT CONTACT:
☒ Limited Contact ☐ More Than Limited Contact ☐ No Student Contact

PREPARED AND SUBMITTED BY: Peter Van Court
SCHOOL SITE/and or DEPARTMENT: Clarendon Alternative
SUBJECT: Consultant Services

FOR BOARD OFFICE USE ONLY □ Vendor has multiple contracts for the current fiscal school year:

DATE OF BOARD MEETING: April 27, 2010

Is this a retroactive resolution? □ Yes □ No

If yes, please explain. Information not finalized in time for Meeting.

or other comments:

SERVICE/ PROGRAM DESCRIPTION:

104-27K8 (What the service and program description are; why the services are required; how the services will benefit the District)

The Pacific Leadership Institute will facilitate community building activities for our students during grade specific spirit days. The facilitators are trained and will bring with them props to engage students & build trust and group work skills amongst the youth. The goal is to improve peer relationships as well as student/staff relationships in order to decrease time away from the learning environment and to decrease school violence.

Category: Visual & Performing Arts Enrichment Code: 27

School Site/ and or Department:
AP Giannini Middle School

Participants: (Those students, sites, or personnel who will be directly served by this consultant)
Each grade level (6th, 7th & 8th) and their teachers

Dates of Service: April 14, 2010 - June 4, 2010

Total Cost: $3,000.00

Funding Source(s)/Program Title:
PEEF: Prop H, Violence Prevention Program

SACS Code(s):
01-90559-2010-1110-2100-5803-404

Name of Consultant: San Francisco State University $3,000.00 /Pacific Leadership Institute

Evaluation: $n/a

Total Cost: $3,000.00

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DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS:

- Goal 1: Access & Equity – Make social justice a reality.
- Goal 2: Student Achievement – Engage high achieving and joyful learners.
- Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:

- Level I: Complete Task
- Level II: Complete Task, Provide Feedback and/or Produce Product
- Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
- Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:

Pacific Leadership Institute offers a unique mobile community building service in San Francisco. The organization ran an event for the mentor program coordinators through Student Support Service Department and they were very effective.

DEGREE OF STUDENT CONTACT:

- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Kate Baker

SUBMITTED BY: Christine Luu

SCHOOL SITE/and or DEPARTMENT: A.P. Giannini Middle School
SUBJECT: Consultant Services

FOR BOARD OFFICE USE ONLY □ Vendor has multiple contracts for the current fiscal school year

DATE OF BOARD MEETING: April 27, 2010

Is this a retroactive resolution? □ Yes □ No

If yes, please explain. Choose from list below or other comments:

SERVICE/ PROGRAM DESCRIPTION:

Building on information gathered through the demographic study and student assignment simulations conducted to date, begin to develop boundaries in support of the SFUSD's new student assignment policy, including CTIP boundaries, elementary school attendance area boundaries, middle school attendance area boundaries, and service area boundaries for programs not available at each school (e.g., Special Day classes). Develop a Geographic Information System (GIS) training program and begin to transition the skills and knowledge needed to monitor and manage boundaries to SFUSD staff.

Category: Administrative

Code: 1

School Site/ School Site/ Superintendent's Office
and or Department:

Participants: (Those students, sites, or personnel who will be directly served by this consultant)

Dates of Service: April 28, 2010 to June 30, 2010

Total Cost: $25,000.00

Funding Source(s)/Program Title:
Federal Grant: Technical Assistance for Student Assignment Plans

SACS Code(s):
01-58115-2010-1110-2100-5803-012

Name of Consultant: Lapkoff and Gobalet
Demographic Research, Inc.

Evaluation: $0

Total Cost: $25,000.00
DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS:
- Goal 1: Access & Equity – Make social justice a reality.
- Goal 2: Student Achievement – Engage high achieving and joyful learners.
- Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:
- Level I: Complete Task
- Level II: Complete Task, Provide Feedback and/or Produce Product
- Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
- Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:
Lapkoff & Gobalet Demographic Research Inc. (LGDR) was selected to assist with the redesign of student assignment because of their technical knowledge and skills, and their knowledge of San Francisco demographic data and SFUSD student data from their work on the Facilities Bond project.
LGDR serves many clients in the San Francisco Bay area as well as nation wide. It specializes in custom, high-quality demographic studies for public schools and various other clients. Each LGDR principal has a Ph.D. degree and extensive training in demography. The firm has substantial expertise with computer mapping and spatial analysis of data, using advanced Geographic Information System (GIS) software to develop highly accurate, detailed geographical databases for use in demographic analyses and attendance boundary realignment studies.
LGDR's principals are currently completing a textbook on school demography, Forecasting School Enrollments: Demographic Tools to Help Schools Prepare for Change. This will be the first comprehensive text on the subject.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Norma Devlin
SUBMITTED BY: Orla O'Keeffe, Special Assistant to the Superintendent
SCHOOL SITE/and or DEPARTMENT: Superintendent's Office
K Resolution

SUBJECT: Consultant Services  □ Individual  □ Organization

FOR BOARD OFFICE USE ONLY  □ Vendor has multiple contracts for the current fiscal school year

DATE OF BOARD MEETING: April 27, 2010
Is this a retroactive resolution? □ Yes  □ No
If yes, please explain. Choose from list below or other comments:

SERVICE/ PROGRAM DESCRIPTION:
104-27K10 (What the service and program description are; why the services are required; how the services will benefit the District)

Continue the work to develop boundaries in support of the SFUSD's new student assignment policy. Share boundary maps and demographic data at a properly noticed Board meeting, and engage and inform the community before finalizing CTIP boundaries, elementary school attendance area boundaries, middle school attendance area boundaries and service area boundaries for programs not available at each school (e.g., Special Day Classes). Continue implementing a Geographic Information System (GIS) training program that will provide SFUSD staff with the skills and knowledge needed to monitor and manage boundaries, and transition maps and reports to SFUSD.

Category: Administrative  Code: 1

School Site/ and or Department: Superintendent's Office
Participants: (Those students, sites, or personnel who will be directly served by this consultant)
Dates of Service: July 1, 2010 to November 30, 2010
Total Cost: $25,000.00 Pending FY 2010-11 Budget Approval

Funding Source(s)/Program Title:
Federal Grant: Technical Assistance for Student Assignment Plans

SACS Code(s):
01-58115-2011-1110-2100-5803-012 Pending FY 2010-2011 Budget Approval

Name of Consultant: Lapkoff and Gobalet Demographic Research, Inc.
Evaluation: $0
Total Cost: $25,000.00
DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS:
- Goal 1: Access & Equity – Make social justice a reality.
- Goal 2: Student Achievement – Engage high achieving and joyful learners.
- Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:
- Level I: Complete Task
- Level II: Complete Task, Provide Feedback and/or Produce Product
- Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
- Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:
LGDR Lapkoff & Gobalet Demographic Research Inc. (LGDR) was selected to assist with the redesign of student assignment because of their technical knowledge and skills, and their knowledge of San Francisco demographic data and SFUSD student data from their work on the Facilities Bond project.
LGDR serves many clients in the San Francisco Bay area as well as nation wide. It specializes in custom, high-quality demographic studies for public schools and various other clients. Each LGDR principal has a Ph.D. degree and extensive training in demography. The firm has substantial expertise with computer mapping and spatial analysis of data, using advanced Geographic Information System (GIS) software to develop highly accurate, detailed geographical databases for use in demographic analyses and attendance boundary realignment studies.
LGDR’s principals are currently completing a textbook on school demography, Forecasting School Enrollments: Demographic Tools to Help Schools Prepare for Change. This will be the first comprehensive text on the subject.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Norma Devlin

SUBMITTED BY: Orla O'Keeffe, Special Assistant to the Superintendent

SCHOOL SITE/AND OR DEPARTMENT: Superintendent's office
K Resolution Amendment

SUBJECT: Consultant Services ☑ Individual ☑ Organization

FOR BOARD OFFICE USE ONLY ☑ Vendor has multiple contracts for the current fiscal school year:

DATE OF BOARD MEETING: April 27, 2010

AMENDMENT TO RESOLUTION(s): 98-25K41
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additions/deletions of services to students.

or other comments:

SERVICEL PROGRAM DESCRIPTION:

104-27K11 (What the service and program description are; why the services are required; how the services will benefit the District)

Provide enrichment and resources for multiple aspects of the ExCEL After School program at ER Taylor serving 108 students.

Category: Tutoring & After School Activities

Code: 26

School Site/ and or Department: ER Taylor

Participants: (Those students, sites, or personnel who will be directly served by this consultant)

108 Students

Original Dates of Service: August 26, 2009 - June 4, 2010

Amended Dates of Service: August 26, 2009 - June 4, 2010

Cost of this Amendment Request: ($77,164.00) CREDIT

Funding Source(s)/Program Title:
After School Education and Safety Program
NCLB: Title IV, Part B, 21st Century Community Learning Centers

SACS Code(s):
01-60100-2010-1110-2100-5803-513 ($86,727.00)
01-41245-2010-1110-2100-5803-513 $ 9,563.00

Cost of this Request ($77,164.00)
Credit

a) Name of Consultant: Bay Area Community Resources

b) Evaluation: (if applicable)

$0
Background

c) Original Cost Adopted $140,914.00
d) Previous Amendment(s) if any $0

Total Program Cost To Date $63,750.00
(Add Items a to d)

DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS:
- Goal 1: Access & Equity – Make social justice a reality.
- Goal 2: Student Achievement – Engage high achieving and joyful learners.
- Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:
- Level I: Complete Task
- Level II: Complete Task, Provide Feedback and/or Produce Product
- Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
- Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:
Consultant has worked with schools for multiple years.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Miriam Wong

SUBMITTED BY: Linda S. Lovelace

SCHOOL SITE/and or DEPARTMENT: Student Support Services
DATE OF BOARD MEETING: April 27, 2010

AMENDMENT TO RESOLUTION(s): 911-10K16
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Information not finalized for last meeting. This amendment reflects a renegotiated lower cost per intern and an increase from 3 to 15 "highly qualified" intern teachers.

SERVICE/PURPOSE
DESCRIPTION: (What the service and program description are; why the services are required; how the services will benefit the District)

104-27K12

SFSU prepared and supported fifteen (15) single subject intern teachers in Mathematics, Foreign Language, Physical Education, English and Science-biology as they progress through courses in the Single subject Intern Program. Additionally, SFSU provided the candidates with field work supervision at their school sites. SFSU provided a coordinator, instructors, supervisors and supplies to enable interns to obtain a credential within the term of their internship. Services were provided to the SFUSD Intern cohorts in the SFSU-SFUSD Single Subject Intern Program.

SFUSD, UESF and partnering Universities such as San Francisco State University Single Subject Department work in partnership under the requirements of a grant by the California Commission on Teacher Credentialing (CCTC) and the California Department of Education in order to create an intern program to ensure "highly qualified" effective teachers for our students. Internship program allow individuals to complete their teacher preparation coursework Single Subject teaching position.

In alignment with our Human Resources Balanced Score Card Goal One: Access and Equity for a diverse workforce by providing equitable measures of support to strengthen pathways and increase the quality and diversity of our teaching pool, SFUSD intern teachers are pursuing an alternative credential for "hard to fill" positions such as Special Education and are increasing the diversity of our teaching pool. The SFUSD Intern program requires support be given to intern teachers by providing one-on-one teacher coaching, credential advisement, coursework and university supervision. The CA Teacher Corp highlights SFUSD leadership commitment to alternative pathways to teaching.
K Resolution Amendment

104-27K12 Cont. Page 2

Category: Teacher Mentoring   Code: 22
School Site/ and or Department: HR Teacher Support & Development
Participants: (Those students, sites, or personnel who will be directly served by this consultant)
Lorena Cecilia Archila, Antonio Dominique Catalini, Andrew Ellett, Kendrick Fong, Michael Anthony Gomez, Amber Elizabeth Held, Ching-Fen Huang, Rose Thomas Ludwig, Amelia Rosemary Nevis, Roop Prabhu, Robert Kyle Rankin, Gloria Evangeline Sagastume, Erika Mei-Yen Schenk, Robert Tran, Aaron Ya-Luh Wong

Original Dates of Service: August 24, 2009 - June 4, 2010
Amended Dates of Service: August 24, 2009 - June 4, 2010
Cost of this Amendment Request: $7,650.00

Funding Source(s)/Program Title:
UGF/Alternative Certification Program for Intern Teachers

SACS Code(s):
01-06260-2010-1110-2100-5803-192

a) Name of Consultant: San Francisco State University
b) Evaluation: (if applicable) $0

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c) Original Cost Adopted $ 3,600.00
d) Previous Amendment(s) if any $0

Total Program Cost To Date $11,250.00
(Add Items a to d)

DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS:
☑ Goal 1: Access & Equity – Make social justice a reality.
☐ Goal 2: Student Achievement – Engage high achieving and joyful learners.
☐ Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:
☑ Level I: Complete Task
☑ Level II: Complete Task, Provide Feedback and/or Produce Product
☑ Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
☑ Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

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SELECTION PROCESS:
San Francisco State University is a co-author of the CCTC Alternative Certification grant. San Francisco State University is an accredited, private university that offer multiple scholarship programs and has trained many Single Subject teachers in our district. To qualify for an internship program, an individual must possess a bachelor's or master's degree from an accredited college or university, satisfy the basic skills requirement, meet the subject matter competence and US Constitution requirement, obtain character, identification clearance and complete 120-160 hours of CCTC approved pre-service coursework and fieldwork. This program provides teacher preparation Single Subject course work and an organized system of support from college and district. Completion of an internship program results in the same credential as is earned through a traditional teacher preparation program.

DEGREE OF STUDENT CONTACT:
- [ ] Limited Contact
- [x] More Than Limited Contact
- [ ] No Student Contact

PREPARED BY: Grace Ng

SUBMITTED BY: Debra Elava-Burton, Program Administrator

SCHOOL SITE/and or DEPARTMENT: HR Teacher Support & Development
SUBJECT: Consultant Services □ Individual □ Organization

FOR BOARD OFFICE USE ONLY □ Vendor has multiple contracts for the current fiscal school year.

DATE OF BOARD MEETING: April 27, 2010

AMENDMENT TO RESOLUTION(s): 96-23K84
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additional services required.

SERVICE/PROGRAM DESCRIPTION: (What the service and program description are; why the services are required; how the services will benefit the District)

104-27K13

Under the general direction of the General Counsel, consultant will advise the District on a variety of matters including litigations, retirement, employment issues, and negotiation.

Category: Legal Services Code: 11

School Site/and or Department: Legal Department

Participants: (Those students, sites, or personnel who will be directly served by this consultant) Legal Department

Original Dates of Service: 07/01/2009 - 06/30/2010

Amended Dates of Service: 05/03/2010 - 06/30/2010

Cost of this Amendment Request: $25,000.00

Funding Source(s)/Program Title:
General Fund Unrestricted

SACS Code(s):
01-00000-2010-0000-7110-5803-250

a) Name of Consultant: Miller, Brown, & Dannis, LLP
b) Evaluation: (if applicable)

Cost of this Request $25,000.00
$0

Background

c) Original Cost Adopted $50,000.00
d) Previous Amendment(s) if any $0

Total Program Cost To Date $75,000.00
(Add Items a to d)

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DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS:  
- Goal 1: Access & Equity – Make social justice a reality.  
- Goal 2: Student Achievement – Engage high achieving and joyful learners.  
- Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:  
- Level I: Complete Task  
- Level II: Complete Task, Provide Feedback and/or Produce Product  
- Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful  
- Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:  
Consultant was selected based on their expertise of employment issues, litigations, and Charter schools.

DEGREE OF STUDENT CONTACT:  
- Limited Contact  
- More Than Limited Contact  
- No Student Contact

PREPARED BY: Cathy Bui  
SUBMITTED BY: Maribel S. Medina, General Counsel  
SCHOOL SITE/and or DEPARTMENT: Legal Department
SUBJECT: Consultant Services  

FOR BOARD OFFICE USE ONLY  

DATE OF BOARD MEETING: April 27, 2010  

AMENDMENT TO RESOLUTION(s): 96-23K79, 911-10K29, 102-23K12  
List original and all previous amendment resolution numbers.  

Explain why the amendment is needed: Additional services required.  

SERVICE/ PROGRAM DESCRIPTION:  
104-27K14  
Under the general direction of the General Counsel, consultant will provide services relating to special education and other general education legal matters.  

Category: Legal Services  
Code: 11  

School Site/ and or Department: Legal Department  
Participants: Legal Department  
Original Dates of Service: 07/01/2009 - 06/30/2010  
Amended Dates of Service: 05/03/2010 - 06/30/2010  

Cost of this Amendment Request: $50,000.00  

Funding Source(s)/Program Title: General Fund Unrestricted  

SACS Code(s): 01-00000-2010-0000-7110-5803-250  

a) Name of Consultant: Leal & Trejo, LLP  
b) Evaluation: (if applicable)  

Cost of this Request  
$50,000.00  
$0  

Background  
c) Original Cost Adopted  
d) Previous Amendment(s) if any  

Total Program Cost To Date  
(Add Items a to d)  

$275,000.00  

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DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS:

☐ Goal 1: Access & Equity – Make social justice a reality.
☒ Goal 2: Student Achievement – Engage high achieving and joyful learners.
☒ Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:

☒ Level I: Complete Task
☐ Level II: Complete Task, Provide Feedback and/or Produce Product
☐ Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
☐ Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:

Consultant was selected based on their expertise of general education law.

DEGREE OF STUDENT CONTACT:

☐ Limited Contact  ☐ More Than Limited Contact  ☒ No Student Contact

PREPARED BY: Cathy Bui

SUBMITTED BY: Maribel S. Medina, General Counsel

SCHOOL SITE/and or DEPARTMENT: Legal Department
K Resolution Amendment

SUBJECT: Consultant Services  [ ] Individual  [x] Organization

FOR BOARD OFFICE USE ONLY  [x] Vendor has multiple contracts for the current fiscal school year.

DATE OF BOARD MEETING: April 27, 2010

AMENDMENT TO RESOLUTION(s): 98-25K111 & 96-23K64
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: New Org 055 (Lau Implementation) created replacing Org 052 for EIA Limited English Proficient (LEP)

SERVICE/ PROGRAM DESCRIPTION:

104-27K15 (What the service and program description are; why the services are required; how the services will benefit the District)

Middle School teachers will learn how to use the ADEPT assessment tool to inform their instruction of English Learners.

Category: Professional Development  Code: 14

School Site/ and or Department:

Everett Middle School

Participants: (Those students, sites, or personnel who will be directly served by this consultant)

Middle School Teachers

Original Dates of Service: August 10, 2009 - June 30, 2010

Amended Dates of Service: same as above

Cost of this Amendment Request: $0

Funding Source(s)/Program Title:
EIA Limited English Proficient (LEP)

SACS Code(s):

01-70910-2010-4760-2100-5803-052  ($114,480) Credit
01-70910-2010-4760-2100-5803-055  $114,480

Cost of this Request

a) Name of Consultant: San Francisco State University  $0

b) Evaluation: (if applicable)  $0
Background

c) Original Cost Adopted $114,480.00
d) Previous Amendment(s) if any $0

Total Program Cost To Date $114,480.00
(Add Items a to d)

DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS:
- Goal 1: Access & Equity – Make social justice a reality.
- Goal 2: Student Achievement – Engage high achieving and joyful learners.
- Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:
- Level I: Complete Task
- Level II: Complete Task, Provide Feedback and/or Produce Product
- Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
- Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:
California Reading and Literature Project is the only license provider for this assessment tool.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Sylvia Romano
SUBMITTED BY: Jennifer Fong
SCHOOL SITE/and or DEPARTMENT: English Learner Support Services/APD