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 January 24, 2012

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

C. RECOGNITIONS AND RESOLUTIONS OF COMMENDATION
   ➢ RAVE Distinguished Service Award
   ➢ Recognition of the National Board Certified Teachers

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 or 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   LIST OF ITEMS - Motion/Second; Items Corrected/Withdrawn/Removed for First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

➢ **121-24Sp1** – Authorization to Grant or in the Alternative Deny the Renewal Petition for Leadership High School
(Reports from the Budget & Business Services Committee and Committee of the Whole Meetings)

➢ **1112-13Sp2** – Adoption of the California School Boards Association (CSBA) Series 9000 Board Policies and Administrative Regulations to Replace Current Board of Education Policies and Regulations that are Related to Board Rules and Procedures (P120)
(Report from the Committee of the Whole Meeting)

I. BOARD MEMBER’S 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

L. SPECIAL ORDER OF BUSINESS

ACTION ITEMS:

1) **Subject:** Appointments and Reappointments to the Citizens’ Bond Oversight Committee for the 2003, 2006 and 2011 Facilities General Obligation Bond Programs

**Recommendation:** That the Board of Education of the San Francisco Unified School District appoint individuals as members of the Citizens’ Bond Oversight Committee (CBOC) for a 2-year term and individuals as members of the Citizens’ Bond Oversight Committee (CBOC) for a 1-year term as outlined in the Resolution. The Board of Education is also requested to recognize the current Citizens’ Bond Oversight Committee and bylaws established for the 2003 and 2006 SFUSD Bond Program, to also include the oversight of the 2011 SFUSD Bond Program.
2) Subject: A Resolution of the Board of Education of the San Francisco Unified School District, Authorizing the Issuance of San Francisco Unified School District (City and County of San Francisco, California) 2012 General Obligation Refunding Bonds, in an Aggregate Principal Amount not to Exceed $145,000,000 to Refinance Certain Outstanding General Obligation Bonds of the District, Authorizing the Preparation and Delivery of a Preliminary Official Statement, Official Statement and Notice of Sale and Official Bid Form, Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Agreement, an Escrow Agreement and a Continuing Disclosure 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 of the San Francisco Unified School District adopt a resolution authorizing the issuance of San Francisco Unified School District (City and County of San Francisco, California) 2012 General Obligation Refunding Bonds, in an aggregate principal amount not to exceed $145,000,000 to refinance certain outstanding General Obligation Bonds of the District, authorizing the preparation and delivery of a Preliminary Official Statement, Official Statement and Notice of Sale and Official Bid Form, approving the Form of and authorizing the execution and delivery of a Bond Purchase Agreement, an Escrow Agreement and a Continuing Disclosure Agreement, providing for the approval of an Official Statement for such Bonds and execution of documents related thereto and certain actions in connection therewith.

3) Subject: A Resolution of the Board of Education of the San Francisco Unified School District, Authorizing the Issuance of San Francisco Unified School District (City and County of San Francisco, California), General Obligation Bonds (Proposition A, Election of 2011), in an Aggregate Principal Amount not to Exceed $115,000,000 to Finance the Acquisition, Construction, Improvement, Furnishing and Equipping of Certain School Facilities, Authorizing the Preparation and Delivery of a Preliminary Official Statement, Official Statement and Notice of Sale and Official Bid Form, Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Agreement and a Continuing Disclosure 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 of the San Francisco Unified School District adopt a resolution authorizing the issuance of San Francisco Unified School District (City and County of San Francisco, California), General Obligation Bonds (Proposition A, Election of 2011), in an aggregate principal amount not to exceed $115,000,000 to finance the acquisition, construction, improvement, furnishing and equipping of certain School Facilities, authorizing the preparation and delivery of a Preliminary Official Statement, Official Statement and Notice of Sale and Official Bid Form, approving the Form of and authorizing the execution and delivery of a Bond Purchase Agreement and a Continuing Disclosure Agreement, providing for the approval of an Official Statement for such Bonds and execution of documents related thereto and certain actions in connection therewith.
PUBLIC HEARING/ APPROVAL:

1) Subject: Quality Education Investment Act (QEIA) Waivers

Recommendation: That the Board of Education of the San Francisco Unified School District will hold a Public Hearing for the purpose of approving the submission of applications for Waiver Relief from complying with a various section(s) of Education Code for schools receiving funding through the Quality Education Investment Act (QEIA) as stated in the resolution.

PUBLIC HEARINGS:

1) Subject: 2011-2012 Initial Re-Opener Proposal from the San Francisco Unified School District to the United Administrators of San Francisco

Recommendation: That the Board of Education holds a public hearing on the Initial Re-Opener Proposal from the San Francisco Unified School District to the United Administrators of San Francisco.

2) Subject: 2011-2012 Initial Proposal from United Educators of San Francisco (UESF) to San Francisco Unified School District

Recommendation: That the Board of Education holds a public hearing on the Initial Proposal from UESF to San Francisco Unified School District.

M. DISCUSSION OF OTHER EDUCATIONAL ISSUES

➢ Radio Station KALW (91.7 FM) Annual Report

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 BOARD DISCUSSION AND IMMEDIATE ACTION – SEE EXHIBIT A FOLLOWING SUMMARY PAGES FOR LIST OF ITEMS
Q. **SUPERINTENDENT’S PROPOSALS – FIRST READING**
(5 Minutes will be given for total public testimony under this item.)

NONE

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 Budget and Business Services Committee**
January 31, 2012 - Reporting: Commissioner Sandra Lee Fewer

**ACTION ITEM:**
- 121-24Sp1 – Authorization to Grant or in the Alternative Deny the Renewal Petition for Leadership High School

**INFORMATIONAL ITEMS:**
- Administratively Approved K Resolutions
- State Budget Update and SFUSD Budget Development Planning for Fiscal Year 2012-13

**Report from the Committee of the Whole Meeting**
February 7, 2012 - Reporting: Commissioner Rachel Norton

- 121-24Sp1 – Authorization to Grant or in the Alternative Deny the Renewal Petition for Leadership High School
- 1112-13Sp2 – Adoption of the California School Boards Association (CSBA) Series 9000 Board Policies and Administrative Regulations to Replace Current Board of Education Policies and Regulations that are Related to Board Rules and Procedures (P120)

- Buildings, Grounds, and Services Committee
- Curriculum and Program Committee
- Rules, Policy, and Legislation Committee
- Ad Hoc Committee on Student Assignment
- Ad Hoc Committee on Personnel Matters/Labor Relations
- City and School District Select Committee
- Ad Hoc School District/City College Joint Committee
T. REPORT OF CLOSED SESSION ACTIONS

U. OTHER INFORMATIONAL ITEMS
   NONE

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

1. Instructional Resolutions

1a. (122-141) Approval of Student Travel for Roosevelt Middle School

Recommendation: That the Board of Education approve the student travel of thirty (30) students and two (2) certificated employees to Washington D.C., Williamsburg, and Yorktown to introduce U.S. History and government with an educational experience that immerses students in the culture and heritage of the country.
Cost to the District: $0

2. Finance Resolutions

2a. (122-14B1) 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. $10,000 – San Francisco Department of Public Health to Burton High School. One-time grant award to support partial cost of a full-time nurse at Burton High School serving many high-need students. Nurse’s duties will include assisting site with implementation of school health programs and coordination of services through Student Success Teams at the site to address academic, behavioral, attendance and health related needs of students.

2b. (122-14B2) Authorization for Budget Transfers for Fiscal Year 2011-2012 Budget

Recommendation: That the Superintendent recommends changes to the FY 2011-2012 Budget as adopted by the Board of Education on June 28, 2011. 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)

2c. (122-14B3) Authorization of Travel for Board Members

Recommendation: That the Board of Education authorizes the District to reimburse Commissioner Hydra B. Mendoza for expenses that were incurred from November 8 - 11, 2011 for her attendance at the Policy Link Equity Summit 2011 in Detroit, Michigan.
2d. **(122-14B4) Authorization of Travel for Board Members**

**Recommendation:** That the Board of Education authorizes the District to reimburse Commissioner Hydra B. Mendoza for expenses that were incurred from August 22 - 24, 2011 for her attendance at the JP Morgan CHASE 2011 California Nonprofit Leadership Summit in San Diego, California.

2e. **(122-14B5) Authorization to Enter into a Memorandum of Understanding (MOU) with UCSF Child and Adolescent Services (Department of Psychiatry)**

**Recommendation:** That the Board of Education of the San Francisco Unified School District authorize the Superintendent and/or his designee to enter into an MOU with UCSF Child and Adolescent Services (Department of Psychiatry) for mental health services at three elementary schools.

3. **Buildings, Grounds and Services Resolutions**  

3a. **(122-14W1) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this modification between SIM Architects and the San Francisco Unified School District and instruct the Chief Facilities Officer or designee to sign all the documents necessary for the execution of the modification on behalf of the District and encumber sufficient funds from the 1990 School Facility Safety Special Tax Fund and Capital Facilities Fund.

Monroe Elementary School - $241,651.40

3b. **(122-14W2) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this modification between Cervantes Design Associates and the San Francisco Unified School District for an amount not to exceed $33,360 and instruct the Chief Facilities Officer or designee to sign all the documents necessary for the execution of the modification on behalf of the District and encumber sufficient funds from the Proposition 39 School Repair Program Fund (Proposition A 2011 Fund).

McKinley Elementary School - $33,360

3c. **(122-14W3) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this modification between Pinguelo Construction, Inc. and the San Francisco Unified School District for an amount not to exceed ($1,971.24) and instruct the Chief Facilities Officer or designee to sign all the documents necessary for the execution of the modification on behalf of the District and credit funds to the Proposition 39 School Repair Program Fund.

Alvarado Elementary School – ($1,917.24) Credit
3d. (122-14W4) Authorization to Approve Contracts, 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 $6,440 and instruct the Chief Facilities Officer or designee to sign all the 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 - $6,440

3e. (122-14W5) Authorization to Approve Contracts, 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 DL Falk Construction and the San Francisco Unified School District for an amount not to exceed $89,634 and instruct the Chief Facilities Officer or designee to sign all the 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.
1350 7th Avenue - $89,634

3f. (122-14W6) Authorization to Approve Contracts, 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 Alten Construction and the San Francisco Unified School District for an amount not to exceed $90,774 and instruct the Chief Facilities Officer or designee to sign all the 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.
Chinese Immersion School at De Avila - $90,774

3g. (122-14W7) Authorization to Approve Contracts, 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 $119,177 and instruct the Chief Facilities Officer or designee to sign all the 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.
Francisco Middle School - $119,177
3h. **(122-14W8) Authorization to Approve Contracts, 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 Zolman Construction & Development, Inc. (Zolman) and the San Francisco Unified School District for an amount not to exceed $100,257 and instruct the Chief Facilities Officer or designee to sign all the 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.

*Civic Center Secondary School* - $100,257

3i. **(122-14W9) Authorization to Approve Contracts, 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 Zolman Construction and the San Francisco Unified School District for an amount not to exceed $15,172 and instruct the Chief Facilities Officer or designee to sign all the 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.

*Guadalupe Elementary School - Modernization* - $15,172

3j. **(122-14W10) Authorization to Approve Contracts, 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 Summit Building Services and the San Francisco Unified School District for an amount not to exceed $4,280 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.

*Gateway/KIPP Charter Schools* - $4,280

3k. **(122-14W11) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program**

**Recommendation:** That the Board of Education approve this contract modification to the Master Agreement between Sensible Environmental Solutions ("SES") and the San Francisco Unified School District for a net amount not to exceed $30,500 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.

*1350 7th Avenue* - $30,500
3l. (122-14W12) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

Recommendation: That the Board of Education approve this contract between SCA Environmental Consultants 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 1990 School Facility Safety Special Tax Fund.

Monroe Elementary School - $10,025

3m. (122-14W13) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

Recommendation: That the Board of Education approve this contract between Professional Service Industries, 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 1990 School Facility Safety Special Tax Fund.

Longfellow Elementary School - $5,200

3n. (122-14W14) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

Recommendation: That the Board of Education approve this contract between Sensible Environmental Solutions, Inc. and the San Francisco Unified School District for an amount not to exceed $54,180 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 A 2011 Fund).

McKinley Elementary School - $54,180

3o. (122-14W15) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

Recommendation: That the Board of Education approve this contract between Sensible Environmental Solutions, 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 1990 School Facility Safety Special Tax Fund.

San Francisco International High School - $5,375
3p. (122-14W16) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

Recommendation: That the Board of Education rescind Resolution #121-10W13 that awarded modification #11 to contract #1067 by the amount of $23,400 to Ninyo & Moore and approve this contract modification to the Master Agreement for testing and inspection (#1066) between Ninyo & Moore and the San Francisco Unified School District for an amount not to exceed $23,400 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.
1350 7th Avenue - $23,400

3q. (122-14W17) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program

Recommendation: That the Board of Education rescind Resolution #121-10W14 that awarded modification #3 to contract #1190 by the amount of $39,375 to Loving & Campos and approve this contract modification between Loving and Campos and the San Francisco Unified School District for an amount not to exceed $55,540 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.
1350 7th Avenue - $55,540

4. Personnel Resolutions

4a. (122-14F1 – F11) Administrative, Secondary, Elementary Certificated Personnel Actions

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

4b. (122-14K1 – K4) Consultant Services Contracts

Note: Contracts with Individuals = Resolutions K1
Contract with Organizations = Resolutions K2 – K4

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

K1. Student Support Services Department – To review materials dealing with sexuality or related content in order to make recommendations for use of the materials in SFUSD classrooms.
Toni Lynn Gallagher and Sydney Sweeney - $120 – Comprehensive School Health - Local
K2. **Abraham Lincoln High School** – To provide Ybike’s PE Bike Program to teach students bicycle safety and traffic skills as a part of PE. Students will acquire bicycle handling skills, knowledge of traffic laws and the confidence to ride in the street.
Presidio Community YMCA - $3,810 – PEEF: Prop H – PE

K3. **Information Technology Department** – To provide PeopleSoft technical and training consultant support to the District’s Support and Innovation, Business Applications team.
TechTu Business Solutions Inc. - $80,000 – Prop A – Technology Updates

K4. **Student Support Services Department** – To provide, as Lead Agency, overall management of the After School Program at Sutro ES, to include programmatic and fiscal accountability.
Presidio Community YMCA - $40,000 – After School Education and Safety Program (ASES)

4bb. **(122-14K5 – K22) Consultant Services Contracts Amendments**

**Pg. 348 - 383**

**Note:** Contracts with Individuals = Resolution K5 – K7
Contract with Organizations = Resolutions K8 – K22

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

K5. **Jean Parker Elementary School** – To provide a series of multicultural folk dance lessons to K-3rd grade students culminating in 2 performances for classmates, parent and community members. The purpose for this amendment is for a change in funding source from last year 2011 to this year 2012.
Cost of this Amendment – $0
Brooke Byrne – Total Program Cost to Date - $1,698 – Elementary Arts Program and School Site Based WSF Allocation

K6. **Visual and Performing Arts** – To provide art programs to students at District sites. The purpose for this amendment is for additional consultants and services to students.
Cost of this Amendment – ($8,679.34) Credit
Michael Nelson and Jenni Swerdlow – Total Program Cost to Date - $559,386.30 – Elementary Arts Program

K7. **Superintendent Zone - Bayview** – To provide instructional leadership and organizational management coaching and support to SIG and non-SIG schools, as well as supporting professional development coordination for area principals. The purpose for this amendment is for additional services needed.
Cost of this Amendment – $12,000
Kendra Ferguson – Total Program Cost to Date - $72,000 – UGF/AB825 – Targeted Instructional Improvement Block Grant
K8. **Monroe Elementary School** – To provide art programs for student in visual & performing arts, theatre, story telling, dance, music, and poetry. The purpose for this amendment is to change the dates of service and additional services to students.
Cost of this Amendment – $564.40
San Francisco Arts Education Project – Total Program Cost to Date - $3,144.40 – UGF/AB825 – Targeted Instructional Improvement Block Grant

K9. **Miraloma Elementary School** – To implement the Primary Intervention Program (PIP), which will provide one Child Aide to serve a minimum of 16 children for one 12-week cycle of non-directive play sessions. The purpose for this amendment is for additional services to students.
Cost of this Amendment – $4,500
Edgewood Center for Children and Families – Total Program Cost to Date - $17,000 – Trust Fund – Principal Discretionary Funds

K10. **Bret Harte Elementary School** – To provide supplemental instruction to students in an effort to accelerate the students’ rate of learning. The purpose for this amendment is for additional services to students.
Cost of this Amendment – $2,800
Reading Partners – Total Program Cost to Date - $10,000 – UGF/AB825 – Targeted Instructional Improvement Block Grant

K11. **Information Technology Department** – To provide consultant support to the District’s Financial Accounting Systems Transformed (FAST) project team. The purpose for this amendment is for additional services needed.
Cost of this Amendment – $40,000
Metaformers, Inc. – Total Program Cost to Date - $180,000 – Prop A – Technology Upgrades

K12. **Academics and Professional Development** – To provide development, coordination, and management of College and Career initiatives helping make students succeed academically and beyond high school graduation. The purpose for this amendment is to change the funding source.
Cost of this Amendment – $0
San Francisco School Alliance – Total Program Cost to Date - $40,000 – UGF/ROC/P: Regional Occupational/Centers & Programs Apportionment and CTE – Tech Prep Demonstration Grant

K13. **Superintendent’s Zone - Mission** – To improve school climate by bridging various domains of student’s life, i.e. students while providing opportunities for positive interactions amongst the new K-8 student body being created with the merger of Buena Vista Elementary and Horace Mann Academic Middle School. The purpose for this amendment is for additional services to students.
Cost of this Amendment – $500
Playworks – Total Program Cost to Date - $25,500 – NCLB: ARRA Title I, School Improvement Grant (SIG)
K14. **Student Support Services Department** – To provide, as Lead Agency, overall management of the ExCEL After School Program at Francisco Middle School. The purpose for this amendment is for additional services to students. 
Cost of this Amendment – $4,377.21 
Telegraph Hill Neighborhood Center – Total Program Cost to Date - $126,162.36 – After School Education and Safety Program

K15. **Student Support Services Department** – To provide, as Lead Agency, overall management of the ExCEL After School Program at Everett Middle School. The purpose for this amendment is for a reduction in cost. 
Cost of this Amendment – ($35,997) Credit 
Mission Neighborhood Center, Inc. – Total Program Cost to Date - $84,591.04 – After School Education and Safety Program

K16. **Student Support Services Department** – To provide, as Lead Agency, overall management of the ExCEL After School Program at Garfield Elementary School. The purpose for this amendment is for additional services to students. 
Cost of this Amendment – $80,000 
Community Youth Center of San Francisco – Total Program Cost to Date - $169,429 - SSS - Evelyn and Walter Haas Jr. Fund

K17. **Student Support Services Department** – To provide, as Lead Agency, overall management of the ExCEL After School Program at Mission High School. The purpose for this amendment is for additional services to students. 
Cost of this Amendment – $5,000 
Mission Graduates – Total Program Cost to Date - $10,000 – NCLB: Title IV, Part B, 21st Century Community Learning Centers

K18. **Student Support Services Department** – To provide, as Lead Agency, overall management of the ExCEL After School Program at Lakeshore Elementary School. The purpose for this amendment is for additional services to students. 
Cost of this Amendment – $15,388 
Bay Area Community Resources – Total Program Cost to Date - $102,388 – NCLB: Title IV, Part B, 21st Century Community Learning Centers

K19. **Student Support Services Department** – To provide, as Lead Agency, overall management of the ExCEL After School Program at E.R. Taylor Elementary School. The purpose for this amendment is for additional services to students. 
Cost of this Amendment – $18,338.89 
Bay Area Community Resources – Total Program Cost to Date - $114,174.89 – DCYF Mayor's Wellness Program II

K20. **Student Support Services Department** – To provide, as Lead Agency, overall management of the ExCEL After School Program at John O’Connell High School. The purpose for this amendment is for additional services to students. 
Cost of this Amendment – $17,000 
Urban Services YMCA – Total Program Cost to Date - $127,000 – NCLB: Title IV, Part B, 21st Century Community Learning Centers
K21. **Student Support Services Department** – To provide, as Lead Agency, overall management of the ExCEL After School Program at Thurgood Marshall HS. The purpose for this amendment is for a reduction in cost. 
Cost of this Amendment – ($21,250) Credit
Urban Services YMCA – Total Program Cost to Date - $0 – NCLB: Title IV, Part B, 21st Century Community Learning Centers

K22. **Student Support Services Department** – To provide, Project Alert curriculum which is a research-validated curriculum taught to middle school students for the prevention of drug and alcohol abuse. The purpose for this amendment is for additional services to students.
Cost of this Amendment – $344.40
Best Foundation – Total Program Cost to Date - $1,876.13 – Tobacco Use Prevention Education: Grades 6-12
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.
Superintendent's Recommendation Regarding Leadership High School

121-24Sp1 - AUTHORIZATION TO GRANT OR IN THE ALTERNATIVE DENY THE RENEWAL PETITION FOR LEADERSHIP HIGH SCHOOL

WHEREAS: San Francisco Unified School District is the charter authorizer for Leadership High School ("Charter School"), which is set to expire on June 30, 2012; and

WHEREAS: Pursuant to California Education Code section 47607, the Charter School submitted a Renewal Petition for the renewal of the Charter School's petition to the San Francisco Unified School District ("District"), on December 21, 2011; and

WHEREAS: District shall comply with all timelines for review and action on the Renewal Petition as required by law; and

WHEREAS: The Board of Education shall consider the level of public support for the Charter School and shall review the Renewal Petition and all information received with respect to the Renewal Petition, including supporting documentation; and

WHEREAS: In reviewing the Renewal Petition, the Board of Education shall be guided by the intent of the California Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged; and

WHEREAS: The District Superintendent and District staff shall complete a review of the Renewal Petition and issue a report and recommendation to the Board of Education regarding the review of the Renewal Petition.

THEREFORE BE IT RESOLVED: That the Board of Education shall grant or, in the alternative, deny the Renewal Petition, subject to the requirements set forth by law.

Superintendent's Proposal
121-24Sp1

1/24/12
2/14/12

Please Note:
- Referred by order of the Chair on 1/24/12 to the Budget and Business Services and Committee of the Whole meetings.
- Taken up by the Budget and Business Services Committee on 1/31/12. Forwarded to the Board without recommendation by general consent of the Committee.
- Taken up at the Committee of the Whole meeting on 2/7/12. Positive approval by general consent of the Board. Action will take place on 2/14/12.
SUPERINTENDENT'S PROPOSAL

1112-13Sp2 - ADOPTION OF CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) SERIES 9000 BOARD POLICIES AND ADMINISTRATIVE REGULATIONS TO REPLACE CURRENT BOARD POLICIES AND REGULATIONS (P120)

REQUESTED ACTION: That the Board of Education of the San Francisco Unified School District adopts the California School Boards Association (CSBA) Series 9000 Board Policies and Administrative Regulations, as revised by SFUSD, to replace current Board Policies and Regulations that are related to Board Rules and Procedures (P120).

BACKGROUND: In 2010, the Board contracted with the California School Boards Association (CSBA) to provide professional guidance and technology in helping the SFUSD to organize, standardize, consolidate, and update Board policies and administrative regulations and make them accessible on the internet. CSBA will make available secure and publicly accessible online hosting of updated SFUSD Board policies once they are adopted by the Board. CSBA will update those policies upon notice of changes or additions approved by the Board and provide notice of relevant changes to California law and suggest corresponding policy updates as needed. As sections are reviewed and changed, they will be forwarded to the appropriate committees of the Board of Education for review.

Superintendent’s Proposal
1112-13Sp2

12/13/11
2/14/12

► Please Note: By general consent of the Board, action postponed for further discussion at Committee of the Whole meeting to be held in January, 2012.
► Taken up at the Committee of the Whole meeting on 2/7/12. Action on 2/14/12.
Board Rules and Procedures

ROLE OF THE BOARD

The Board of Education was established and exists by virtue of the Education Code and the Charter of the City and County of San Francisco.

Section 8.100 of the City Charter provides as follows:

The Unified School District shall be under the control and management of a Board of Education composed of seven members who shall be elected by the voters of the Unified School District. A student representative shall serve on the Board in accordance with state law. No member of this Board shall be eligible to serve on the Governing Board of the Community College District. The compensation for each member shall be $500 per month. The terms of office in effect for Board members on the date this Charter is adopted shall continue.

Pursuant to Education Code section 1000, the Board also serves as the County Board Of Education.

As allowed by state law, the Board of Education has two student Members. (Cal. Ed. Code 35012)

(c.f. 9150 - Student Board Members)

The Board has been elected by the community to provide leadership and citizen oversight of the district. The Board shall ensure that the district is responsive to the values, beliefs, and priorities of the community.

The Board shall appoint a Superintendent of Schools as the chief administrative officer of the district and may delegate to the Superintendent all administrative authority within its power, except for those related to the appointment, evaluation and removal of the Superintendent, and except for those powers which the Board may not delegate under the Education Code.

The Board shall work with the Superintendent to fulfill its major responsibilities, which include:

1. Setting the direction for the district through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)

2. Establishing an effective and efficient organizational structure for the district by:
a. Employing the Superintendent and setting policy for hiring of other personnel

(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 2120 - Superintendent Recruitment and Selection)
(cf. 2121 - Superintendent's Contract)
(cf. 4000 - Concepts and Roles)
(cf. 4111 - Recruitment and Selection)
(cf. 4211 - Recruitment and Selection)
(cf. 4311 - Recruitment and Selection)

b. Overseeing the development and adoption of policies

(cf. 9310 - Board Policies)

c. Establishing academic expectations and adopting the curriculum and instructional materials

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

d. Establishing budget priorities and adopting the budget

(cf. 3000 - Concepts and Roles)
(cf. 3100 - Budget)
(cf. 3312 - Contracts)

e. Providing safe, adequate facilities that support the district's instructional program

(cf. 3517 - Facilities Inspection)
(cf. 7110 - Facilities Master Plan)
(cf. 7150 - Site Selection and Development)
(cf. 7210 - Facilities Financing)

f. Setting parameters for negotiations with employee organizations and ratifying collective bargaining agreements

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)

3. Providing support to the Superintendent and staff as they carry out the Board's direction by:

a. Establishing and adhering to standards of responsible governance

(cf. 9005 - Governance Standards)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9200 - Limits of Board Member Authority)
(cf. 9270 - Conflict of Interest)
b. Making decisions and providing resources that support district priorities and goals

c. Upholding Board policies

d. Being knowledgeable about district programs and efforts in order to serve as effective spokespersons

(cf. 9240 - Board Development)
(cf. 9400 - Board Self-Evaluation)

4. Ensuring accountability to the public for the performance of the district's schools by:

a. Evaluating the Superintendent and setting policy for the evaluation of other personnel

(cf. 2140 - Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4215 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)

b. Monitoring and evaluating the effectiveness of policies

c. Serving as a judicial (hearing) and appeals body in accordance with law, Board policies, and negotiated agreements

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4117.3 - Personnel Reduction)
(cf. 4117.4 - Dismissal)
(cf. 4144/4244/4344 - Complaints)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

d. Monitoring student achievement and program effectiveness and requiring program changes as necessary
ROLE OF THE BOARD (continued)

(e) Monitoring and adjusting district finances

(f) Monitoring the collective bargaining process

5. Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels

The Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law. (Education Code 35160)
Legal Reference:
SAN FRANCISCO CITY CHARTER
8.100 Unified School District
13.100 City and County Elections
13.101 Terms of Elective Office
13.101.5 Vacancies
14.103 Recall
15.105 Suspension and Removal
EDUCATION CODE
5304 Duties of governing board (re school district elections)
12400-12405 Authority to participate in federal programs
17565-17592 Board duties re property maintenance and control
33319.5 Implementation of authority of local agencies
35000 District name
35010 Control of district; prescription and enforcement of rules
35020-35046 Officers and agents
35100-35351 Governing boards, especially:
35160-35185 Powers and duties
35291 Rules

Management Resources:
CSBA PUBLICATIONS
Maximizing School Board Governance
Professional Governance Standards, November 2000
School Board Leadership: The Role and Function of California's School Boards, 1996
NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
The Key Work of School Boards, 2000
WEB SITES
CSBA: http://www.csba.org
CSBA Governance Institute: http://www.csba.org/gi
National School Boards Association: http://www.nsba.org

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Board Rules and Procedures

GOVERNANCE STANDARDS

The Governing Board believes that its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

(cf. 9000 - Role of the Board)
(cf. 9270 - Conflict of Interest)

The Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus
2. Value, support and advocate for public education

(cf. 9010 - Public Statements)

3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents and the community
4. Act with dignity, and understand the implications of demeanor and behavior
5. Keep confidential matters confidential

(cf. 9011 - Disclosure of Confidential/Privileged Information)

6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader

(cf. 9240 - Board Development)

7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff

(cf. 2110 - Superintendent Responsibilities and Duties)

8. Understand that authority rests with the Board as a whole and not with individuals

(cf. 9200 - Limits of Board Member Authority)
Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the district focused on learning and achievement for all students
2. Communicate a common vision  
   (cf. 0000 - Vision)  
   (cf. 0100 - Philosophy)  
   (cf. 0200 - Goals for the School District)
3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect
5. Govern within Board-adopted policies and procedures  
   (cf. 9310 - Board Policies)
6. Take collective responsibility for the Board's performance
7. Periodically evaluate its own effectiveness  
   (cf. 9400 - Board Self-Evaluation)
8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations  
   (cf. 1220 - Citizen Advisory Committees)  
   (cf. 9323 - Meeting Conduct)

Legal Reference:

EDUCATION CODE
35010 Power of governing board to adopt rules for its own governance  
35160 Board authority to act in any manner not conflicting with law  
35164 Actions by majority vote

GOVERNMENT CODE
1090 Financial interest in contract  
1098 Disclosure of confidential information  
1125-1129 Incompatible activities  
54950-54963 The Ralph M. Brown Act  
87300-87313 Conflict of interest code

Management Resources:

CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000  
Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES
CSBA: http://www.csba.org

(7/84 9/89) 3/01
Board Rules and Procedures

The Governing Board recognizes the rights of Board members to freely express their views and encourages open discussion of issues during the Board meeting. The Board believes that effective Board members have a responsibility to express themselves, whether in agreement or disagreement with the Board majority, in ways that promote the Board's ability to govern the district.

When speaking to community groups, the media, or other members of the public, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or other designated representative.

(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9200 - Limits of Board Member Authority)

Legal Reference:

EDUCATION CODE
35010 Control of district; prescription and enforcement of rules

GOVERNMENT CODE
54960 Actions to stop or prevent violation of meeting provisions
The Governing Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law.

Disclosure of Closed Session Information

A Board member shall not disclose confidential information acquired during a closed session to a person not entitled to receive such information, unless a majority of the Board has authorized its disclosure. (Government Code 54963)

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session. (Government Code 54963)

The Board shall not take any action against any person for disclosing confidential information, nor shall the disclosure be considered a violation of the law or Board policy, when the person is: (Government Code 54963)
DISCLOSURE OF CONFIDENTIAL/PRIVILEGED INFORMATION (continued)

1. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session.

2. Expressing an opinion concerning the propriety or legality of Board action in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action.

3. Disclosing information that is not confidential.

Other Disclosures

A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the Board member. (Government Code 1098)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 5125 - Student Records)

Disclosures excepted from this prohibition are those made to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities. (Government Code 1098)

Legal Reference: (see next page)
DISCLOSURE OF CONFIDENTIAL/PRIVILEGED INFORMATION (continued)

Legal Reference:

**EDUCATION CODE**
35010 Power of governing board to adopt rules for its own governance
35146 Closed session

**EVIDENCE CODE**
1040 Privilege for official information

**GOVERNMENT CODE**
1098 Public officials and employees re confidential information
3549.1 Meeting and negotiating in public educational employment
6250-6270 Inspection of public records
54950-54963 Brown Act, especially:
54956.8 Open meeting laws
54956.9 Closed meeting for pending litigation
54957 Closed session; "employee" defined; exclusion of witnesses
54957.1 Subsequent public report and rollcall vote; employee matters in closed session
54957.5 Public records
54957.6 Closed session; representatives with employee organization
54957.7 Reasons for closed session
54963 Confidential information in closed session

**ATTORNEY GENERAL OPINIONS**

Management Resources:

**CSBA PUBLICATIONS**
Professional Governance Standards, November 2000
Maximizing School Board Leadership, 1996

**WEB SITES**
CSBA: http://www.csba.org

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Board Rules and Procedures

BOARD MEMBER ELECTRONIC COMMUNICATIONS

The Governing Board recognizes that electronic communication among Board members and between Board members, district administration, and members of the public is an efficient and convenient way to communicate and expedite the exchange of information and to help keep the community informed about the goals, programs, and achievements of the district and its schools. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting.

(cf. 1100 - Communication with the Public)
(cf. 6020 - Parent Involvement)
(cf. 9000 - Role of the Board)
(cf. 9322 - Agenda/Meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)
BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent or Superintendent’s designee in accordance with Board Rules and Procedures and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the press shall be forwarded to the designated district spokesperson.

(cf 1112 - Media Relations)
(cf 1312.1 - Complaints Concerning District Employees)
(cf 1312.2 - Complaints Concerning Instructional Materials)
(cf 1312.3 - Uniform Complaint Procedures)
(cf 1312.4 - Williams Uniform Complaint Procedures)
(cf 3320 - Claims and Actions Against the District)
(cf 9005 - Governance Standards)
(cf 9121 - Board President)
(cf 9200 - Limits of Board Member Authority)
(cf 9270 - Conflict of Interest)

In order to minimize the risk of improper disclosure, Board members shall avoid reference to confidential information and information acquired during closed session.

(cf 4112.6/4212.6/4312.6 - Personnel Files)
(cf 5125 - Student Records)
(cf 9011 - Disclosure of Confidential/Privileged Information)
(cf 9321 - Closed Session Purposes and Agendas)
BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

Board members may use electronic communications to discuss matters other than district business with each other, regardless of the number of members participating in the discussion.

Like other writings concerning district business, a Board member's electronic communication may be subject to disclosure under the California Public Records Act.

(cf. 1340 - Access to District Records)

Legal Reference: (see next page)
BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

Legal Reference:

EDUCATION CODE
35140 Time and place of meetings
35145 Public meetings
35145.5 Agenda; public participation; regulations
35147 Open meeting law exceptions and applications
GOVERNMENT CODE
11135 State programs and activities, discrimination
54950-54963 The Ralph M. Brown Act, especially:
54952.2 Meeting, defined
54953 Meetings to be open and public; attendance
54954.2 Agenda posting requirements, board actions

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2006
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2003
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
WEB SITES
CSBA: http://www.csba.org
CSBA, Agenda Online:
http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx
Institute for Local Government: http://www.cacities.org/index.jsp?zone=ilsg

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Board Rules and Procedures

Annual Organizational Meeting

The Board of Education shall hold an annual organizational meeting in January of each year, as required by law. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a vice president from its members. Each shall serve a one-year term.

2. Authorize signatures

3. Develop a schedule of regular meetings for the year

4. Develop a Board calendar for the year

5. Designate Board representatives

6. Adopt the Board rules for the year as the first agenda item of the annual meeting.

(cf. 9140 - Board Representatives)
(cf. 9520 - Meetings and Notices)
(cf. 9224 - Oath or Affirmation)

Legal Reference:

EDUCATION CODE
5017 Term of Office
35143 Annual organizational meeting date, and notice
35145 Public meetings

GOVERNMENT CODE
54953 Meetings to be open and public; attendance

ATTORNEY GENERAL OPINIONS
Board Rules and Procedures

TERMS OF OFFICE

The Governing Board shall consist of seven members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in each odd-numbered year.

Except in the case of an appointment or election to fill a vacancy, the term of office of each Member of the Board of Education shall commence at 12:00 noon on the eighth day of January following the date of the election. (San Francisco City Charter section 13.101.)

Members of the Board of Education shall be elected as follows: At a statewide election in 1996 and every fourth year thereafter, four Members of the Board of Education shall be elected. At a statewide election in 1998 and every fourth year thereafter, three Members of the Board of Education shall be elected. (Id.)

A member whose term has expired shall continue to discharge the duties of the office until his/her successor has qualified by taking the oath of office. (Government Code 1302, 1360; Education Code 5017)

(cf. 9220 - Board of Education Elections)
(cf. 9223 - Filling Vacancies)
(cf. 9224 - Oath or Affirmation)
(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)

Legal Reference:
SAN FRANCISCO CITY CHARTER
8.100 Unified School District
13.100 City and County Elections
13.101 Terms of Elective Office
13.101.5 Vacancies
14.103 Recall
15.105 Suspension and Removal

EDUCATION CODE
5000-5033 Election of school district board members
35010 Control of district
35012 Board members; number, election and terms
35107 Eligibility

GOVERNMENT CODE
1302 Continuance in office until qualification of successor
1303 Exercising functions of office without having qualified
1360 Necessity of taking constitutional oath

(12/90 12/92) 3/93

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Board Rules and Procedures

PRESIDENT

The Governing Board shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9100 - Organization)

Except for meetings of the Committee of the Whole and Closed Session, the President shall preside at all Board meetings or designate another Member to preside. The President shall:

1. Call the meeting to order at the appointed time
2. Announce the business to come before the Board in its proper order
3. Enforce the Board's policies relating to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
5. Explain what the effect of a motion would be if it is not clear to every member
6. Restrict discussion to the question when a motion is before the Board
7. Rule on issues of parliamentary procedure
8. Put motions to a vote, and state clearly the results of the vote
9. Be responsible for the orderly conduct of all Board meetings
10. The president shall conduct meetings in a fair and even handed manner and shall model and encourage adherence to the Board's governance standards.

(cf. 9323 - Meeting Conduct)
(cf. 9005 - Governance Standards)

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts and orders necessary to carry out state requirements and the will of the Board
2. Consulting with the Superintendent or designee on the preparation of the Board's agendas

(cf. 9322 - Agenda/Meeting Materials)

3. Working with the Superintendent to ensure that Board members have necessary materials and information

4. Appointing the membership of all committees and designating the chair

(cf. 9130 - Board Committees)

5. Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

6. Represent the district as governance spokesperson, in conjunction with the Superintendent

(cf. 1112 - Media Relations)

7. Designating members to represent the Board at various educational boards, local, and membership organizations.

The president shall have the same rights as other members of the Board, including the right to move, second, discuss and vote on all questions before the Board.

In the absence of the president, the vice-president shall perform all the duties of the President. In the absence of the president and vice-president, the senior member shall perform all of the duties of the president.

In the event the president leaves office before completing a full term, the vice-president shall assume the office of president for the remainder of the term, and the Board by majority vote, shall select a new vice-president for the remainder of the term.

Legal Reference: (see next page)
PRESIDENT (continued)

Legal Reference:

EDUCATION CODE
35022 President of the board
35143 Annual organizational meetings; dates and notice

GOVERNMENT CODE
54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS
Board Presidents' Handbook, revised 2002
CSBA Professional Governance Standards, 2000
Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES
CSBA: http://www.csba.org
Board Rules and Procedures

VICE PRESIDENT

In addition to performing the duties of the Board president in the president’s absence, and assuming the office of the president in the event the president leaves office before his/her term is expired, pursuant to Board Rules and Procedures 9121, the Vice President shall also preside at all meetings of the Committee of the Whole, Closed Session and at other meetings as designated by the President in accordance with Board rules.

(cf. 9121 - President)
Board Rules and Procedures

SECRETARY

The Board of Education shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board agenda
   
   (cf. 9322 - Agenda/Meeting Materials)

2. Record, distribute and maintain the Board minutes
   
   (cf. 9324 - Minutes and Recordings)

3. Maintain Board records and documents

4. Conduct official correspondence for the Board

5. As directed by the Board, sign and execute official papers

6. Notify all members of meetings

7. Perform other duties as assigned by the Board

   (cf. 2111 - Superintendent Governance Standards)

Legal Reference: (see next page)
SECRETARY (continued)

Legal Reference:

EDUCATION CODE
35025 Secretary and bookkeeper
35143 Annual organizational meetings; dates and notice
35250 Duty to keep certain records and reports

GOVERNMENT CODE
54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2000
Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES
CSBA: http://www.csba.org
The Board of Education recognizes the complex legal environment in which the district operates. In order to meet the district's legal needs, the Board shall appoint in-house Legal Counsel, hired as an employee, to provide legal services to the Board, Superintendent, and officers and employees on matters of district business. The duties of the Legal Counsel may include:

1. Providing legal services, information and advice to the Superintendent, the Board, and officers and employees of the school district on matters of district business;

2. Serving as the legal counsel of the Superintendent, the Board, and officers and employees on matters of district business in the preparation and conduct of school district litigation and administrative proceedings;

3. Rendering advice in relation to school bond and tax increase measures and supervising the preparation of all legal papers and forms necessary for the voting of these measures;

4. Performing any other legal and/or administrative duties on matters of district business as assigned by the Board or Superintendent or designee.

Legal Reference: (see next page)
ATTORNEY (continued)

Legal Reference:

EDUCATION CODE
35041 Administrative adviser
35041.5 Legal counsel
35161 Powers and duties of governing board
35200-35214 Liabilities, especially:
35204 Contract with attorney in private practice
35205 Contract for legal services

GOVERNMENT CODE
814-895.8 Liability of public entities and public employees
995-996.6 Defense of public employees
26520 Legal services to school districts
53060 Special services and advice

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2007
Maximizing School Board Leadership: Boardsmanship, 1996

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

WEB SITES
CSBA: http://www.csba.org
California Council of School Attorneys:
http://www.csba.org/LegislationAndLegal/Legal/CaliforniaCouncilOfSchoolAttorneys.aspx
National School Boards Association: http://www.nsba.org
State Bar of California: http://www.calbar.ca.gov

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Board Rules and Procedures

BRP 9130(a)

BOARD COMMITTEES

The Board of Education may establish Board committees as necessary. The Board shall determine the duties of the committee at the time of its appointment. Unless specifically authorized by the Board to act on its behalf, Board committees shall act in an advisory capacity. When its duties have been completed, the committee shall be dissolved.

(cf. 1220 - Citizen Advisory Committees)

The president shall appoint three Board members to each committee whether standing or ad hoc and shall designate the chair. A standing committee, where possible, shall not share a common majority of members with any other standing committee.

A quorum for committee meetings shall consist of two of the designated members of the committee.

There shall be four standing committees of the Board: Budget and Business Services; Buildings Grounds, and Services; Curriculum and Program; and Rules, Policy and Legislation.

Committee meetings shall begin promptly at their designated starting time. If the committee Chair is not present to convene the committee meeting and assuming that there is a quorum of the committee, the longest serving Board member on the committee shall call the meeting to order no later than 10 minutes after the designated start time. In the Chair’s absence, the member who has served the longest on the Board shall serve as the Chair of the Committee.

Board committees shall provide public notice of their meetings and conduct these meetings in accordance with state open meeting laws.

Meetings of standing or ad hoc committees for which an agenda is posted at least 72 hours in advance of the meeting pursuant to Government Code 54954.2, shall be considered, for purposes of the Brown Act, as regular meetings of the Board. (Government Code 54954)

The Superintendent or designee may serve as an advisor to any committee at the discretion of the Board.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

Agenda

The agenda of the committee meeting shall be prepared by the chair of the committee and the staff liaison designated by the Superintendent to insure that both the Superintendent and the Board members are aware of items placed on the agenda. Items may be placed on the agenda by referral from the Board at a Regular Meeting, or directly by the Superintendent or by the chair of the committee, including a request from committee members.
Items referred from the Board shall be heard by the committee at the committee’s next scheduled meeting for which adequate Brown Act notice can be made. The chair, at his or her discretion, may delay placing an item on the agenda for one meeting.

Every agenda for standing committee meetings shall provide members of the public with the right to address the Committee on any item of interest to the public that is within the subject matter jurisdiction of that Committee. Furthermore, the committee in its consideration of items on the agenda shall hear public comment. The committee chair shall determine if the public comment shall be made before or during the legislative body’s consideration of that item during the meeting. Members of the public may offer public comment.

Items that are approved by a majority of the committee shall be forwarded to the full Board. If committee approval is not given, the item shall be referred to the full Board without recommendation. All items returned to the Board by committee shall be agendized on the first regular meeting of the Board for which adequate Brown Act notice may be given.

City and School District Select Committee

The Board of Supervisors of the City and County of San Francisco and the Board of Education of the San Francisco Unified School District have created the City and School District Select Committee for the purpose of advancing their mutual interest and problem-solving relative to policy matters that affect the City and the School District, their respective employees and departments, the District students and the families of students. Mutual policy matters of interest, include, but are not limited to: facilities; funding issues; City department, protocols and programs that directly impact the School District, its students or their families; transportation; and homelessness.

The City and School District Select Committee shall be comprised of three members of the Board of Supervisors and three members of the Board of Education. The president of the Board shall appoint three of its members to serve on the City and School District Select Committee. The Board of Supervisors and the Board of Education shall share, equally, the responsibilities of staffing the meetings of this Committee, as well as any necessary expenses in support of the activities of this Committee. The City and School District Select Committee shall sunset on June 30 of each year and may be renewed by the City on an annual basis.

Augmented Committees

An Augmented Committee is a standing or an ad hoc committee to which Board members who are not committee members are invited and do attend. Augmented committee meetings are a form of full Board meetings; a quorum of the Board is present to discuss matters within the subject matter jurisdiction of the Board. At such meetings, however, Board action cannot be taken. Instead all invited Board member(s) at augmented committees shall have the right to join in the committee discussion of the agendized items, but shall not be allowed to vote on matters before the augmented committee.

The committee chair shall determine when a standing or an ad hoc committee shall be classified as an augmented committee and shall identify and invite the Board member(s) to the committee. All invitations to the Board member(s) must be extended at a minimum 24 hours prior to the 72-hour posting requirement to determine if Board member(s) are interested in attending the augmented committee. Board member(s) must respond prior to
the 72-hour posting requirement so as to allow for the preparation and posting of the notice in a timely manner.

In the event that the committee chair does not determine that a standing or an ad hoc committee shall be classified as an augmented committee, the committee shall be augmented upon request of a member of the Board. The notice for each augmented committee shall state that it is an augmented committee and shall identify all Board member(s) who may attend the augmented committee.

Quorum for an augmented committee is two voting members of the committee.

Legal Reference:
EDUCATION CODE
35010 Control of district; prescription and enforcement of rules
35024 Executive committee
35160 Authority of governing boards
35160.1 Broad authority of school districts
GOVERNMENT CODE
54952 Legislative body, definition
54952.2 Definition of meeting
54954 Time and place of regular meetings; special meetings; emergencies
54954.3 Opportunity for public to address legislative body
ATTORNEY GENERAL OPINIONS
Board Rules and Procedures

BOARD REPRESENTATIVES

The Board of Education recognizes that effective performance of its community leadership responsibilities may require its participation in district or community committees on matters of concern to the district and its students. As needed, the Board may appoint any of its members to serve as its representative on a district committee or on a committee of another public agency or organization of which the Board or district is a member or to which the Board is invited to participate.

When making such appointments, the Board shall clearly specify the authority and responsibilities of the representative(s), including, but not limited to, reporting back to the Board regarding committee activities and/or actions. Board representatives shall not exercise the authority of the Board without prior Board approval.

If a committee discusses a topic on which the Board has taken a position, the Board member shall express the position of the Board. When contributing his/her own ideas or opinions, the representative shall clearly indicate that he/she is expressing his/her individual idea or opinion.

Legal Reference:
EDUCATION CODE
4000-4014 County committees on school district organization
35020-35046 School district officers and agents (power of governing board to employ or appoint)
35160 Authority of governing boards
GOVERNMENT CODE
54952.2 Meetings

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California Department of Education District Organization Handbook, 2010

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STUDENT BOARD MEMBERS

The Board of Education believes it is important to seek out and consider students' ideas, viewpoints and reactions to the educational program. In order to provide student input and involvement, two student representatives shall be included as Board members. One student Board member shall be appointed by the Student Advisory Council and the other elected by the district students through a democratic process approved by the Student Advisory Council.

The term of student Board members shall be one calendar year, commencing on July 1. Student Board members shall have the right to attend all Board meetings except closed sessions. (Education Code 35012)

Student Board members shall be seated with regular Board members and be recognized at meetings as full members. They may participate in questioning witnesses and discussing issues and shall receive all materials presented to Board members except those related to closed sessions. (Education Code 35012)

Student Board members may cast an advisory vote on all matters decided by the Board at all regular and special meetings except those subject to closed session discussion. 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.

Student Board members may author and introduce a motion or resolution for Board consideration if said motion or resolution has the approval of the Student Advisory Council and is co-sponsored by a regular Board member.

Student Board members may be reimbursed for mileage but shall not receive compensation for attendance at Board meetings. (Education Code 35012)

Legal Reference:

EDUCATION CODE
33000.5 Appointment of student members to State Board of Education
35012 Board members; number, election and terms; pupil members

GOVERNMENT CODE
3540-3549.3 Meeting and Negotiating in Public Educational Employment
LIMITS OF BOARD MEMBER AUTHORITY

The Board of Education recognizes that the Board is the unit of authority over the district and that a Board member has no individual authority. Board members shall hold the education of students above any partisan principle, group interest, or personal interest.

(cf. 1160 - Political Processes)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9270 - Conflict of Interest)
(cf. 9323 - Meeting Conduct)

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Superintendent or Superintendent’s designee.

(cf. 1340 - Access to District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9322 - Agenda/Meeting Materials)

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent or designee so that the problem may receive proper consideration and be handled through the appropriate district process.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
LIMITS OF BOARD MEMBER AUTHORITY (continued)

A Board member whose child is attending a district school should be aware of his/her role as a Board member when interacting with district employees about his/her child.

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

Legal Reference:

**EDUCATION CODE**
200-262.4 Prohibition of discrimination
7054 Use of district property
33010 Control of district; prescription and enforcement of rules
35100-35351 Governing boards, especially:
35160-35184 Powers and duties
35291 Rules
35292 Visits to schools (Board members)
51101 Rights of parents/guardians

**GOVERNMENT CODE**
54950-54962 The Ralph M. Brown Act, especially:
54952.1 Member of a legislative body of a local agency
54952.7 Copies of chapter to members of legislative body

Management Resources:

**CSBA PUBLICATIONS**
CSBA Professional Governance Standards, 2000
Maximizing School Board Leadership: Boardsmanship, 1996

**WEB SITES**
CSBA: http://www.csba.org
Elections to the Board of Education are governed by the San Francisco Charter and San Francisco Elections Code as applicable. Where not otherwise provided by this Charter or by ordinance, elections to the Board of Education shall be governed by the provisions of applicable state laws. (San Francisco City Charter sections 8.100, 13.100.)

Legal Reference:

SAN FRANCISCO CITY CHARTER
8.100 Unified School District
13.100 City and County Elections
13.101 Terms of Elective Office
13.101.5 Vacancies
14.103 Recall
15.105 Suspension and Removal

SAN FRANCISCO ELECTIONS CODE

EDUCATION CODE
1006 Qualifications for holding office, county board of education
5000-5033 Elections
5220-5231 Elections
5300-5304 General provisions (conduct of elections)
5320-5329 Order and call of elections
5340-5345 Consolidation of elections
5360-5363 Election notice
5380 Compensation (of election officer)
5390 Qualifications of voters
5420-5426 Cost of elections
5440-5442 Miscellaneous provisions
7054 Use of district property
35107 Eligibility; school district employees
35177 Campaign expenditures or contributions
35239 Compensation of governing board member of districts with less than 70 ADA

CALIFORNIA ELECTIONS CODE
1302 Local elections, school district election
2201 Grounds for cancellation
4000-4004 Elections conducted wholly by mail
10400-10418 Consolidation of elections
10509 Notice of election by secretary
10600-10604 School district elections
13307 Candidate's statement
13309 Candidate's statement, indigency
20440 Code of Fair Campaign Practices

Legal Reference continued: (see next page)
BOARD OF EDUCATION ELECTIONS  (continued)

Legal Reference: (continued)
GOVERNMENT CODE
1021 Conviction of crime
1097 Illegal participation in public contract
12940 Nondiscrimination, Fair Employment and Housing Act
81000-91014 Political Reform Act
PENAL CODE
68 Bribe
74 Acceptance of gratuity
424 Embezzlement and falsification of accounts by public officers
661 Removal for neglect or violation of official duty
CALIFORNIA CONSTITUTION
Article 2, Section 2 Voters, qualifications
Article 7, Section 7 Conflicting offices
Article 7, Section 8 Disqualification from office
COURT DECISIONS
ATTORNEY GENERAL OPINIONS

Management Resources:
WEB SITES
California Secretary of State's Office: http://www.ss.ca.gov
Institute for Local Self Government: http://www.ca-ilg.org/

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A Governing Board member who wishes to resign may do so by filing a written resignation with the Superintendent. (Education Code 5090)

A copy shall be given to the Board’s Executive Assistant.

The written resignation is effective when filed, except when a deferred effective date is specified in the resignation. (Education Code 5090)

A Board member may not defer the effective date of his/her resignation for more than 60 consecutive days after filing. (Education Code 5091)

A written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable upon being filed. (Education Code 5090)

Upon resignation, the Board member may continue to exercise all his/her powers, save that of voting for a successor, until the effective date of resignation. (Education Code 35178)

(cf. 9270 - Conflict of Interest)

Legal Reference:

EDUCATION CODE
5090 Definition (vacancy)
5091 Special Election
35178 Resignation with deferred effective date

(7/84) 9/89
FILLING VACANCIES

Vacancies on the Board of Education shall be filled by the Mayor of the City of San Francisco pursuant to the provisions of the San Francisco City Charter. (San Francisco City Charter sections 13.101.5; 14.103, 15.105)

Events Causing a Vacancy

A vacancy on the Governing Board may occur for any of the following events:

1. The death of an incumbent. (Government Code 1770)

2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term. (Government Code 1770)

3. A Board member's resignation. (Government Code 1770)

   A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. (Education Code 5090, 5091)

   Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090)

4. A Board member's removal from office, including recall. (Elections Code 11384; Government Code 1770)

5. A Board member's ceasing to be a resident of the district. (Government Code 1770)

6. A Board member's absence from the state beyond the period allowed by law without the permission required by law. (Government Code 1770) No Board member shall be absent from the state for more than 60 days, except in any of the following situations: (Government Code 1064)

   a. Upon business of the school district with the approval of the Board

   b. With the consent of the Board for an additional period not to exceed a total absence of 90 days
c. For federal military deployment not to exceed six months as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities.

d. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board for an additional period not to exceed 30 days.

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

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by sickness or when absent from the state with the permission required by law. (Government Code 1770)

8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office. (Government Code 1770, 3000-3003)
FILLING VACANCIES (continued)

9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed. (Government Code 1770)

(cf. 9224 - Oath or Affirmation)

10. The decision of a competent tribunal declaring void a Board member's election or appointment. (Government Code 1770)

11. The making of an order vacating a Board member's office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond. (Government Code 1770)

12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final. (Government Code 1770)

13. A failure to elect when either no candidate or an insufficient number of candidates have filed to run for a Board seat(s). (Education Code 5090, 5326, 5328)

Legal Reference: (see next page)
FILLING VACANCIES  (continued)

Legal Reference:
SAN FRANCISCO CITY CHARTER
8.100 Unified School District
13.100 City and County Elections
13.101 Terms of Elective Office
13.101.5 Vacancies
14.103 Recall
15.105 Suspension and Removal

EDUCATION CODE
5000-5033 Elections
5090-5095 Vacancies
5200-5208 Districts governed by boards of education
5300-5304 Elections
5320-5329 Order and call of election
5340-5345 Consolidation of elections
5360-5363 Election notice
5420-5426 Cost of elections
5440-5442 Miscellaneous provisions, elections
35107 Eligibility of board members
35178 Resignation with deferred effective date

ELECTIONS CODE
10600-10604 School district elections
11381-11386 Candidates for recall

GOVERNMENT CODE
1064 Absence from state
1770 Vacancies: definition
3000-3002 Forfeiture of office
3660-3075 Removal other than by impeachment
6061 One time notice
54950-54963 The Ralph M. Brown Act

PENAL CODE
88 Bribery, forfeiture from office

UNITED STATES CODE, TITLE 18
704 Military medals or decorations

ATTORNEY GENERAL OPINIONS

Management Resources:
CSBA PUBLICATIONS
WEB SITES
CSBA: http://www.csba.org
California State Attorney General's Office, Quo Warranto Applications:
http://caag.state.ca.us/opinions/quo.htm

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OATH OR AFFIRMATION

Prior to entering upon the duties of their office, all Governing Board members shall take the oath or affirmation required by law. (California Constitution, Article 20, Section 3; Government Code 1360)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

The oath may be administered and certified by a Board member, secretary or assistant secretary to the Board, Superintendent, deputy or assistant superintendent, principal, or County Superintendent of Schools or any other person authorized in Education Code 60.

The executed oath shall be filed with the County Clerk. (Government Code 1363)

Legal Reference:

EDUCATION CODE
60 Persons authorized to administer and certify oaths
GOVERNMENT CODE
1303 Misdemeanor for failure to take oath
1360-1369 Oath of office
3100-3109 Oath or affirmation of allegiance
CALIFORNIA CONSTITUTION
Article 20, Section 3 Oath of office
COURT DECISIONS
Chilton v. Contra Costa Community College District (1976) 55 Cal. App. 3d 544
Vogel v. County of Los Angeles (1967) 68 Cal. 2d 18, 22

(9/91) 7/03
Board Rules and Procedures

Board Candidate Orientation

The Board of Education desires to provide the opportunity for all Board candidates to receive an orientation and/or information that will enable them to understand the responsibilities of Board membership. The Superintendent or designee shall provide the opportunity for all candidates to receive general information about school programs, district operations, and Board responsibilities.

(cf. 9200 - Limits of Board Member Authority)
(cf. 9220 - Governing Board Elections)
(cf. 9270 - Conflict of Interest)

The Board encourages all candidates to attend public Board meetings during the period of their candidacy. Candidates shall have the same access as members of the public to district staff and information.

(cf. 1340 - Access to District Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

New Board Member Orientation

In order to provide an orientation and information to Board members-elect, individual meetings shall be arranged for each Board member-elect with senior staff, and the Executive Assistant to the Board of Education shall provide each Board member-elect with an orientation binder.
ORIENTATION (continued)

Incoming Board members shall receive access to the district's policy manual and other materials related to the district and Board member responsibilities.

(cf 9000 - Role of the Board)
(cf 9005 - Governance Standards)

Board members-elect shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office.

The Superintendent or Superintendent's designee may provide Board members-elect with additional background and information regarding the district's vision and goals, operations, and current challenges in areas that include, but are not be limited to, student achievement, curriculum, finance, facilities, policy, human resources, and collective bargaining.

(cf 0000 - Vision)
(cf 0200 - Goals for the School District)

Board members-elect are encouraged to attend Board meetings and review agenda materials available to the public in order to become familiar with current issues facing the district. Board members-elect also may, at district expense and with approval of the Board, attend the CSBA new Board Member Institute and/or other workshops and conferences relevant to their individual needs or to the needs of the Board as a whole or the district.

(cf 9240 - Board Development)

Legal Reference: (see next page)
ORIENTATION (continued)

Legal Reference:

EDUCATION CODE
33360 Department of Education and statewide association of school district boards; annual workshops
33362-33363 Reimbursement of expenses; board member or member-elect

ELECTIONS CODE
13307 Candidate's statement
20440 Code of Fair Campaign Practices

GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act, especially:
54952.1 Member of a legislative body
54952.7 Copies of Brown Act to board members

Management Resources:

CSBA PUBLICATIONS
School Board Leadership, 2007
The Brown Act: School Boards and Open Meeting Laws, rev. 2007
Guide to Effective Meetings, 2007
Professional Governance Standards, 2000
Maximizing School Board Leadership, 1996

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
Becoming a Better Board Member: A Guide to Effective School Board Service, 2006

WEB SITES
CSBA: http://www.csba.org
National School Boards Association: http://www.nsba.org
Board Rules and Procedures

BOARD DEVELOPMENT

Citizens elected to the Board of Education are entrusted with the responsibility of governing district schools. The Board recognizes that its members need training that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

All Board members may attend conferences for the purpose of Board development.

(cf. 9230 - Orientation)
(cf. 9320 - Meetings and Notices)

Board members shall include in their reports to the Board, orally or in writing, information on the in-service activities they attend.

Funds for Board development shall be budgeted annually for each Board member.

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

Legal Reference:

EDUCATION CODE
33360 Department of Education and statewide association of school district boards; annual workshop

GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act, especially:
54952.2 Meeting

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REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Remuneration

According to the City Charter of San Francisco, the compensation of each member of the Board of Education shall be five hundred dollars ($500) per month.

Reimbursement of Expenses

Board members shall be reimbursed for traveling expenses incurred when authorized in advance by the Board President or by Board ratification upon settlement of travel. (Education Code 35044)

(cf. 9240 - Board Development)

The rate of reimbursement shall be the same rate specified for district personnel.

(cf. 3350 - Travel Expenses)

Board members may use district-issued credit cards while on official district business. Under no circumstances may personal expenses be charged on district credit cards.

Health and Welfare Benefits

During their time in service to the City and County as members of the Board of Education, Board members may participate in the health service system of the City and County and are eligible for the employer contribution. (San Francisco City Charter section 12.202; San Francisco Administrative Code sections 16.700, 16.700(c), and 16.701(a).)

Health service system benefits provided to Board members shall be extended at the same level to their dependents, but with no employer contribution. (San Francisco City Charter section 12.202; San Francisco Administrative Code section 17.600(h).) Dependents include spouses, dependent children under the age of 26, dependent children under the age of 26 who are full-time students at a college or university, and dependent children regardless of age who are physically or mentally incapacitated.
Legal Reference:
SAN FRANCISCO CITY CHARTER
8.100 Unified School District
12.202 Membership in the Health Service System
13.100 City and County Elections
13.101 Terms of Elective Office
13.101.5 Vacancies
14.103 Recall
15.105 Suspension and Removal

SAN FRANCISCO ADMINISTRATIVE CODE
16.700 et sequential re Health Service System

EDUCATION CODE
1090 Compensation for members and mileage allowance
33050-33053 General waiver authority
33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)
35012 Board members; number, election and term
35044 Payment of traveling expenses of representatives of board
35120 Compensation (services as member of governing board)
35172 Promotional activities
44038 Cash deposits for transportation purchased on credit

GOVERNMENT CODE
20322 Elective officers; election to become member
53200-53209 Group insurance

UNITED STATES CODE, TITLE 26
403(b) Tax-sheltered annuities

COURT DECISIONS
Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County,
(1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

Management Resources:
WEB SITES
CSBA: http://www.csba.org
Public Employees’ Retirement System: http://www.calpers.ca.gov

(11/00 11/01) 11/02
Board Rules and Procedures

LEGAL PROTECTION

Liability Insurance

The Board of Education shall provide insurance necessary to protect Board members and employees while acting within the scope of their office or employment in accordance with Education Code 35208.

(cf. 3530 - Risk Management/Insurance)

Protection Against Liability

No Board member shall be liable for harm caused by his/her act or omission when acting within the scope of district responsibilities. The act or omission must be in conformity with federal, state and local laws and made in furtherance of an effort to control, discipline, expel or suspend a student, or maintain order or control in the classroom or school. (20 USC 6736)

The protection against liability shall not apply when: (20 USC 6736)

1. The Board member acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.

2. The Board member caused harm by operating a motor vehicle.
LEGAL PROTECTION (continued)

3. The Board member was not properly licensed, if required, by the State for such activities.

4. The Board member was found by a court to have violated a federal or state civil rights law.

5. The Board member was under the influence of alcohol or any drug at the time of the misconduct.

6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the Board member has been convicted in a court.

7. The misconduct involved a sexual offense for which the Board member has been convicted in a court.

Legal Reference:

EDUCATION CODE
17029.5 Contract funding; board liability
35208 Liability insurance
35214 Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)

GOVERNMENT CODE
815.3 Intentional torts
820-823 Tort Claims Act
825.6 Indemnification of public entity
1090-1098 Conflicts of interest, prohibitions applicable to specified officers
54950-54963 The Ralph M. Brown Act
87100-89503 Conflicts of interest

UNITED STATES CODE, TITLE 18
16 Crime of violence defined

UNITED STATES CODE, TITLE 20
6731-6738 Teacher Protection Act

COURT DECISIONS
CONFLICT OF INTEREST

The Board adopts the following as its Conflict of Interest Code:

Section 1 Purpose

Pursuant to the provisions of Government Code Section 87300, et seq., the Board of Education of the San Francisco Unified School District hereby adopts the following Conflict of Interest Code. Nothing contained herein - is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code § 81000). The provisions of this code are additional to Government Code Section 87100 and other laws pertaining to conflicts of interest.

This Conflict of Interest Code is designed to provide a method for disclosing and preventing foreseeable conflicts of interest by officers and employees of the school district who are required to make, or to aid in the making of decisions which could have a material effect on their personal financial interests.

Section 2 Designated Positions

The positions listed on Exhibit "A" are designated positions. Officers and employees holding those positions are designated employees and are deemed to make, or participate in the making of decisions which may foreseeably have a material effect on a financial interest.

Section 3 Disclosure Statement

Designated positions shall be assigned to one or more of the disclosure categories set forth on Exhibit "B." Each designated employee shall file an annual statement disclosing that employee's interest in investments, real property and income, designated as reportable under the category to which the employee's position is assigned on Exhibit "B."

Section 4 Place and Time of Filing

4.1 The non-student Members of the Board of Education, and the Superintendent, are each required to file a statement of economic interests with the Ethics Commission of the City and County of San Francisco. As a courtesy to Board members, if they wish, they may provide their statements of economic interests to the Executive Assistant to the Board, who shall file it on their behalf with the Ethics Commission.

4.2 Each designated employee required to submit a statement of economic interests shall file the original with the office of the Executive Assistant to the Superintendent. The Executive Assistant to the Superintendent, upon receiving the statement of economic interests, shall file it in a safe location, available to public inspection as provided by state law. The Executive Assistant to the Superintendent shall complete and file a Filing Officer Report with the Ethics Commission of the City and County of San Francisco.
4.3 A designated employee required to submit a statement of financial interest shall submit an initial statement within 30 days after the effective date of this Code.

4.4 Civil service employees appointed, promoted or transferred to designated positions shall file initial statements within 30 days after date of employment.

4.5 All other employees appointed, promoted or transferred to designated positions shall file initial statements not less than 10 days before assuming office unless an earlier assumption of office is required by emergency circumstances in which case the statement shall be filed within 30 days thereafter.

4.6 Annual statements shall be filed during the month of April by all designated employees. Such statements shall cover the period of the preceding calendar year.

4.7 A designated employee required to file a statement of financial interest with any other agency, which is within the same territorial jurisdiction, may comply with the provisions of this Code by filing a duplicate copy of the statement filed with the other agency, in lieu of an entirely separate document.

Section 5 Contents of Disclosure Statements

Disclosure statements shall be made on forms supplied by the Secretary, Board of Education, and shall contain the following information:

5.1 Contents of Investments and Real Property Reports: When an investment, an interest in real property, of a designated employee or his or her immediate family, is required to be reported, the statement shall contain:

5.1.1 A statement of the nature of the investment or interest;

5.1.2 The name of the business activity in which the business entity is engaged;

5.1.3 The address or other precise location of the real property;

5.1.4 A statement whether the fair market value of the investment, or interest in real property, exceeds ten thousand dollars ($10,000), and whether it exceeds one hundred thousand dollars ($100,000). This information need not be provided with respect to an interest in real property, which is used principally as the residence of the filer.

5.2 Contents of Personal Income Reports: When personal income is required to be reported, the statement shall contain:

5.2.1 The name and address of each source of income aggregating two hundred and fifty dollars ($250) or more in value, or twenty-
five dollars ($25) or more in value if the income was a gift, and
a general description of the business activity, if any, or each
source;

5.2.2 A statement whether the aggregate value of income from each
source was greater than one thousand dollars ($1,000), and
whether it was greater than ten thousand dollars ($10,000);

5.2.3 A description of the consideration, if any, for which the income
was received;

5.2.4 In the case of a gift, the amount and the date on which the gift
was received.

5.3 Contents of Business Entity Income Reports: When income of a
business entity, including income of a sole proprietorship is required to
be reported, the statement shall contain:

5.3.1 The name, address, and a general description of the business
activity of the business entity;

5.3.2 In the case of a business entity which provides legal or
brokerage services, the name of each person who paid fees to
the business entity if the filer's pro rate share of fees from such
person was equal to or greater than one thousand dollars
($1,000);

5.3.3 In the case of a business entity not covered by paragraph (2),
the name of every person from whom the business entity
received payments if the filer's pro rata share of gross receipts
from such person was equal to or greater than ten thousand
dollars ($10,000) during a calendar year.

5.4 Contents of Management Position Reports: When management
positions are required to be reported, designated employees must list
the names of each business entity not specified above in which he is a
director, officer, partner, trustee, employee, or in which he holds any
position of management.

5.5 Initial Statement: The initial statement filed by an employee appointed
to a designated position shall disclose any reportable investments and
interests in real property.

5.6 Acquisition or Disposal During Reporting Period: In the case of a
statement filed under Section IV (f), if the investment, or interest in real
property, was partially or wholly acquired or disposed of during the
period covered by the statement, the date of acquisition or disposal.

SECTION 6 Disqualification.

Designated employees must disqualify themselves from making or participating in the
making of any decisions which will foresee ably have a material financial effect,
distinguishable from its effect on the public generally, on any reportable interest of
that employee (except sources of gifts less than $250), or any other financial interest as defined in Government Code Section 87103. No designated employee shall be prevented from making or participating in the making of any decisions to the extent his or her participation is legally required for the decision to be made.

SECTION 7 Manner of Disqualification.

If a designated employee is given an assignment from which he or she may have a financial interest, and the assignment involves the making or participation in the making of a governmental decision, the employee shall refrain from acting upon the matter and shall execute a disqualification statement in the form of a memorandum stating the nature of the employee's financial interest and the reason the assignment involves the making or participation in the making of a governmental decision which will materially financially affect that interest. The original and copy shall be given to the employee's immediate supervisor. The supervisor shall forward the original to the Superintendent and one copy shall be retained by the supervisor. The Superintendent shall evaluate the disqualification statement and if he concludes the employee shall be disqualified from participation in the matter, he shall immediately cause the matter to be reassigned to another employee. If the Superintendent concludes that the employee is not disqualified from acting, the employee shall be notified in writing of the decision of the Superintendent and may resume work on the assignment.

In the case of a designated officer who is a member of the Board of Education, notice shall be given at the meeting during which consideration of the decision takes place and shall be made part of the official record of the Board. The member shall then refrain from participating and shall attempt in no way to use his or her official position to influence any other person with respect to the matter.

7.1 Whenever a Board member who has a financial interest in a decision is legally required to make or to participate in making such a decision, he or she shall:

7.1.1 Disclose as a matter of official public record the existence of the financial interest;

7.1.2 Describe with particularity the nature of the financial interest before he or she makes or participates in making the decision;

7.1.3 Attempt in no way to use his or her official position to influence any other public official with respect to the matter;

7.1.4 State the reason there is no alternative source of decision-making authority;

7.1.5 Participate in making the decision only to the extent that such participation is legally required, except that the interested Board member cannot cast a deciding vote.

DEFINITIONS

(1) Business entity
"Business entity" means any organization or enterprise operated for profit, including, but not limited to, a proprietorship, partnership, firm, business trust, joint venture, syndicate corporation or association.

(2) Closing date
"Closing date," means the date through which any report or statement filed under this code is required to be complete.

(3) Consultant
"Consultant" means any natural person who provides, under contract, information advice, recommendation or counsel to an agency, department, officer, or commission, provided, however, that "consultant" shall not include a person whom:

(a) Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and

(b) Possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel.

(4) Designated employee
"Designated employee" means any Board Member, Superintendent, employee of the San Francisco Unified School District or consultant of the Board of Education of the San Francisco Unified School District whose position is designated in this Conflict of Interest Code because the holder of the position is involved in the decision-making process at any level where the decision could foreseeably have a material financial effect on the public generally, on any financial interest reportable by such person under this code. No employee whose duties are solely, clerical, secretarial or manual shall be deemed a designated employee.

(5) Filer
"Filer" means the person filing or required to file any statement or report under this code.

(6) Gift
"Gift," means any payment to the extent that consideration of equal or greater value is not received. Any person, other than a defendant in a criminal action, who claims that a payment is not a gift by reason of receipt of consideration has the burden of providing that the consideration received, is of equal or greater value. The term "gift" does not include informational material such as books, reports, pamphlets, calendars or periodicals. No payment for travel or reimbursement for any expenses shall be deemed "informational material."

(7) Immediate Family
"Immediate family" means the spouse and dependent children. Whenever disclosure of investments or interests in real property is required by this title, investment and interests in real property is required by this title, investment and interests in real property of members of the immediate family shall also be disclosed.

(8) Income
(a) "Income" means, except as provided in subdivision (b), income of any nature from any source within the jurisdiction including, but not limited to, any salary, wage, advance, payment, dividend, interest, rent, capital gain, return of capital, gift, including any gift of food or beverage, loan,
forgiveness or payment of indebtedness, discount in the price of anything of value unless the discount is available to members of the public without regard to official status, rebate, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in income of a spouse. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a 10 percent interest or greater. "Income," other than a gift, does not include income received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the two years prior to the time any statement or other is required under this title.

(b) "income" does not include:

(i.) Campaign contributions required to be reported under Chapter 4 (commencing with Section 84100) of Title 9 of the Government Code;

(ii.) Salary and reimbursement for expenses or per diem received from a state or local government agency and reimbursement for travel expenses and per diem received from a bona fide educational, academic or charitable organization;

(iii.) Gifts of informational material, such as books, pamphlets, reports, calendars or periodicals;

(iv.) Gifts which are not used and which, within 30 days after receipt, are returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes;

(v.) Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin or the spouse of any such person; provided that a gift from any such person shall be considered income if the donor is acting as an agent or intermediary for any person not covered by this paragraph.

(vi.) Any devise or inheritance;

(vii.) Interest, dividends or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt insurance issued by any government or government agency;

(viii.) Dividends, interest or any other returns on a security which is registered with the Securities and Exchange Commission of the United States Government.
(9) **Interest in Real Property**

"Interest in real property" includes any leaseholds, beneficial or ownership interest or an option to acquire such an interest in real property located within the boundaries of the San Francisco Unified School District or not more than two miles outside the boundaries of the City and County of San Francisco or within two miles of any land owned or used by the San Francisco Unified School District if such real property is of a commercial nature and of a type which could be of use to any business entity in the jurisdiction doing business within the jurisdiction, planning to do business within the jurisdiction, or having done business with the jurisdiction within two years prior to the time any statement or other action is required under this code, or within two miles of any land owned or used by the Board of Education of the San Francisco Unified School District, if the fair market value of the interest is greater than one thousand dollars ($1,000). Interests in real property of any business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a 10 percent interest or greater.

(10) **Investment**

"Investment" means any financial interest in or security issued by a business entity, including, but not limited, to, common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest, if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the time any statement or other action is required under this code. No asset shall be deemed an investment unless its fair market value exceeds one thousand dollars ($1,000). The term "investment" does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency. Investments of an individual include a pro rata share of investments of any business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially a 10 percent interest or greater. The term "parent subsidiary or otherwise related business entity" shall be as defined by regulation of the Fair Political Practices Commission.

(11) **Jurisdiction**

"Jurisdiction" means the Board of Education of the San Francisco Unified School District.

(12) **Period Covered**

"Period covered" by a statement or report required to be filed under this code means, unless a different period is specified, the period beginning with the day after the closing date of the most recent statement or report which has been filed, and ending with the closing date of the statement or report in question. If the person filing the statement or report has not previously filed a statement or report of the same type, the period covered begins on the effective date of this code.

(13) **Person**

"Person" means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee, and any other organization or group of persons acting in concert.
Officers and employees holding the following positions are designated employees and must disclose financial interests in the specified categories as defined in Exhibit "B." (Additional positions are in bold print - deleted positions are lined out.)

<table>
<thead>
<tr>
<th>DESIGNATED POSITIONS</th>
<th>DISCLOSURE CATEGORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Analyst – Bond Program</td>
<td>4</td>
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<tr>
<td>Architectural Assistant II – Telecom Manager</td>
<td>4</td>
</tr>
<tr>
<td>Architectural Associate I – Design and Construction</td>
<td>4</td>
</tr>
<tr>
<td>Area Supervisor – Custodial Services</td>
<td>4</td>
</tr>
<tr>
<td>Artistic Director VAPA/HS</td>
<td>4</td>
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<tr>
<td>Assistant Fiscal Officer – Bond Program Manager</td>
<td>1</td>
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<tr>
<td>Assistant Materials Coordinator – Warehouse Supervisor</td>
<td>4</td>
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<tr>
<td>Assistant Superintendent</td>
<td>1</td>
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<tr>
<td>Associate Engineer – Facilities Project Manager</td>
<td>4</td>
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<tr>
<td>Associate Superintendent</td>
<td>1</td>
</tr>
<tr>
<td>Building Inspector</td>
<td>4</td>
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<tr>
<td>Carpenter Supervisor I – Carpenter Shop Supervisors</td>
<td>4</td>
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<tr>
<td>Chief Facilities Officer</td>
<td>1</td>
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<tr>
<td>Chief Financial Officer</td>
<td>1</td>
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<tr>
<td>Chief General Counsel</td>
<td>1</td>
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<tr>
<td>Chief Information Officer</td>
<td>1</td>
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<tr>
<td>Chief Stationary Engineer – Engineer Shop Supervisor</td>
<td>4</td>
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<tr>
<td>Chief, Administrative Services</td>
<td>1</td>
</tr>
<tr>
<td>Consultant</td>
<td>4</td>
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<tr>
<td>Deputy Superintendent</td>
<td>1</td>
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<tr>
<td>Director – Certificated Staffing and Recruitment</td>
<td>4</td>
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<tr>
<td>Director – County and Court School Operations</td>
<td>4</td>
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<tr>
<td>Director – Development and Local Government Relations</td>
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<tr>
<td>Director – Multilingual Programs</td>
<td>4</td>
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<tr>
<td>Director – Parent Relations</td>
<td>4</td>
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<tr>
<td>Director – Real Estate</td>
<td>3,4</td>
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<tr>
<td>Director – Risk Management</td>
<td>4</td>
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<tr>
<td>Director – School Health Programs Department</td>
<td>4</td>
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<tr>
<td>Director – SELPA</td>
<td>4</td>
</tr>
</tbody>
</table>
Director – Student Applications and Services
Director – Student Nutrition Services
Director – Transportation Department
Director of Buildings and Grounds
Director of Custodial Services
Director of Emergency Preparedness
Director of Environmental Health
Director of Facilities, Design & Construction
Educational Policy Analyst – Coordinator of Secure Our Schools Initiative
Educational Policy Analyst – Coordinator of Truancy Programs
Educational Policy Analyst – Director of Public Communications
Educational Policy Analyst – Policy and Planning
Educational Policy Analyst – State and Federal
Educational Policy Analyst – Student Support Services
Educational Policy Analyst – Superintendent’s Office
Electrician Supervisor
Executive Director – Certificated Support and Development
Executive Director – Child Development Program
Executive Director – Classified Operations
Executive Director – Educational Placement Center
Executive Director – Equity Assurance
Executive Director – Maintenance and Operations
Executive Director – Parent Relations
Executive Director – Programs Evaluation and Research
Executive Director – Pupil Services
Executive Director – Reform and Accountability
Executive Director – Special Education
Executive Director – Teaching and Learning
Executive Director of School Safety
General Manager, KALW
General Services Manager – Assistant Director of Custodial Services
Glazier Supervisor I
Information Systems Engineer Assistant – Network Operations Manager
Information Systems Administrator Supervisor – Director of Infrastructure
Information Systems Business Analyst Principal
<table>
<thead>
<tr>
<th>Position</th>
<th>Department</th>
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<tbody>
<tr>
<td>Labor Compliance Officer</td>
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<tr>
<td>Locksmith Supervisor</td>
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<tr>
<td>Mail/Reproduction Supervisor</td>
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<tr>
<td>Maintenance Manager – Buildings and Grounds</td>
<td>Buildings and Grounds</td>
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<tr>
<td>Manager – Office of Health and Safety</td>
<td>Office of Health and Safety</td>
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<tr>
<td>Member, Board of Education</td>
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<tr>
<td>Painter Supervisor</td>
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<td>Payroll Director</td>
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<td>Payroll Supervisor</td>
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<tr>
<td>Principal Administrative Analyst – Contracts Compliance</td>
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<tr>
<td>Principal Attorney Civil &amp; Criminal</td>
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<tr>
<td>Program Administrator – Teacher Support and Development</td>
<td>Teacher Support and Development</td>
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<td>Program Administrator – Teaching and Learning</td>
<td>Teaching and Learning</td>
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<tr>
<td>Project Manager II – Bond Program</td>
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<tr>
<td>Purchaser</td>
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<tr>
<td>School Custodial Supervisor</td>
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<td>School Facilities Planner</td>
<td>Facilities</td>
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<td>School Principal</td>
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<tr>
<td>Senior Attorney Civil &amp; Criminal</td>
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<tr>
<td>Senior Executive Director – Labor Relations</td>
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<tr>
<td>Senior Management Assistant – Real Estate and Auxiliary Services</td>
<td>Real Estate and Auxiliary Services</td>
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<tr>
<td>Sheet Metal Supervisor</td>
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<tr>
<td>Site Manager – Child Development Center</td>
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<tr>
<td>Special Assistant X – Real Estate and Auxiliary Services</td>
<td>Real Estate and Auxiliary Services</td>
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<tr>
<td>Special Assistant XII – Pupil Services, Homeless Education</td>
<td>Pupil Services</td>
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<tr>
<td>Special Assistant XIII – Athletic Office</td>
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<tr>
<td>Special Assistant XIX – Director of Fiscal Services</td>
<td>Fiscal Services</td>
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<tr>
<td>Special Assistant XVI – State Funds</td>
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<tr>
<td>Special Assistant XVII – Director of Budget Services</td>
<td>Budget Services</td>
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<tr>
<td>Special Assistant XVII – Director of Real Estate</td>
<td>Real Estate</td>
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<tr>
<td>Special Assistant XVII – Director of Risk Management</td>
<td>Risk Management</td>
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<tr>
<td>Superintendent</td>
<td></td>
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<tr>
<td>Supervising Purchaser</td>
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<tr>
<td>Supervisor – Achievement Assessments</td>
<td></td>
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<tr>
<td>Supervisor – GATE/Evening Program/Summer School</td>
<td>GATE/Evening Program</td>
</tr>
<tr>
<td>Supervisor – Library, Textbooks &amp; Media Services</td>
<td>Library, Textbooks &amp; Media Services</td>
</tr>
</tbody>
</table>
Supervisor – School-to-Career  4
Supervisor – Screening and Assessment  4
Supervisor – Special Education  4
Supervisor – Translation  4
Warehouse Supervisor  4
Disclosure Category 1. Persons in this category shall disclose income from any source, interests in real property, investments, and all business positions in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management.

Disclosure Category 2. Persons in this category shall disclose income, investments, and all business positions in any business entity which does business in this jurisdiction.

Disclosure Category 3. Persons in this category shall disclose all interests in real property, and all income from and investments in business entities which hold interests in real property in this jurisdiction, and all business positions held in such business entities.

Disclosure Category 4. Services and Equipment. Persons in this category shall disclose income, investments and business positions in (1) business entities that manufacture or sell supplies, books, machinery or equipment of the type utilized or purchased by the department for which the designated employee is manager or director; or (2) business entities that are contractors or subcontractors engaged in the performance of work services of the type utilized or purchased by the department for which the designated employee is manager or director.
Board Rules and Procedures

BOARD POLICIES

The Board of Education shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 9000 - Role of the Board)

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agendas/Meeting Materials)

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 6145 - Extracurricular and Cocurricular Activities)
BOARD POLICIES (continued)

Policy Development and Adoption Process

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision or goals, educational research or trends, or a change in the superintendency or Board membership. The need may also occur as a result of an incident that has arisen in the district or a recommendation or request from staff or other interested persons.

2. As needed, the Superintendent or designee shall gather fiscal and other data, staff and public input, related district policies, sample policies from other organizations or agencies, and other useful information to fully inform the Board about the issue.

3. The Board may hold discussions during a public meeting of the full Board or a committee to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, how the proposed policy may affect student learning, community expectations, staff recommendations, fiscal impact, as well as the policy's impact on governance and operational efficiency.

4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.

5. The Board, Superintendent or Superintendent's designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or to provide greater opportunities for consultation and public input.
Policies shall become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

**Board Rules and Procedures**

The Board shall prescribe and enforce rules for its own government consistent with state law and regulations. (Education Code 35010)

Except where otherwise specified, Board rules and procedures may be suspended by a vote of five members of the Board.

Rules and procedures governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy. Proposed amendments to Board rules and procedures shall be referred to a Rules Committee for recommendation to the Board. Such rules shall be titled and assigned an index number.

**Administrative Regulations**

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other necessary provisions. The Superintendent or designee also may develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve regulations for the purpose of ensuring conformity with the intent of Board policy.

**Monitoring and Evaluation**

At the time a policy is adopted, the Board and Superintendent or designee shall determine whether an evaluation of the policy should be scheduled and, if so, shall agree upon a timeline and measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

**Access to Policies**

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. A public copy of the policy manual shall be maintained at the district central office and at each school site. These copies shall be maintained either electronically or by paper copy.

(cf. 1113 - District and School Web Sites)
(cf. 1340 - Access to District Records)
As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communications strategy depending on the issue.

(cf. 1112 - Media Relations)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
(cf. 6020 - Parent Involvement)

Suspension of Policies

No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

Legal Reference: (see next page)
BOARD POLICIES (continued)

Legal Reference:

EDUCATION CODE
35010 Control of district; prescription and enforcement of rules
35160 Authority of governing boards
35160.5 Annual review of school district policies
35163 Official actions, minutes and journal
35164 Vote requirements

Management Resources:

CSBA PUBLICATIONS
Targeting Student Learning: The School Board's Role as Policymaker, 2005
Maximizing School Board Leadership: Policy, 1996

WEB SITES
CSBA, Policy Services, including Policy Update Service, Governance and Management Using
Technology (GAMUT Online™), Policy Audit Program, Individual District Policy Workshops, Agenda
Online, and Manual Maintenance: http://www.csba.org/ps
National School Boards Association: http://www.nsba.org
Board Rules and Procedures

MEETINGS AND NOTICES

Meetings of the Board of Education are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)
(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an
employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure participation in the meeting by disabled individuals, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Meeting notices and agendas shall specify that any individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

Each agenda shall also list the address(es) designated by the Superintendent or designee for public inspection of agenda documents that are distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

(cf. 9322 - Agenda/Meeting Materials)

Regular Meetings

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.

Board and committee meetings shall begin promptly at their designated starting time. If the President is not present to convene the Board meeting and provided that a quorum of the Board is present, the Vice-President shall call the meeting to order no later than 6:10 p.m. If the Vice President is not present and assuming there is a quorum, the longest serving member of the Board who is present shall call the meeting to order no later than 6:15 p.m.

Meetings may be held at a school site with the approval of a majority of the Board.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

Special Meetings

The president may call a special meeting of the Board. Any four members may also call a special meeting of the Board through a written request to the president. Only those items for which the special meeting was called and which appear on the agenda may be considered. For special meetings, the Board of Education will, where possible, provide 72 hours notice, and will otherwise provide 24 hours notice as required by law.
The first and third Tuesday of each month shall be reserved for special meetings, and committee-of-the-whole meetings. No standing committee meetings shall be held on Tuesdays.

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)
Adjourned/Continued Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Committee-of-the-Whole

The Board may convene as a Committee-of-the-Whole to consider only such items as it may designate. A Committee-of-the-Whole shall be defined as the entire membership of the Board sitting in deliberation for the purpose of in depth, informal debate and consideration of proposals on matters within its jurisdiction. Meetings of a Committee-of-the-Whole shall be
MEETINGS AND NOTICES (continued)

noticed 72 hours prior to being held. The Vice-President shall preside at a Committee-of-the-Whole. The Committee-of-the-Whole may hear public testimony and give detailed consideration to the matter under discussion. As a committee, no action may be taken other than to make recommendations for consideration by the Board.

The Board President may schedule a meeting for an annual report from any of its advisory committees.

(cf. 2000 - Concepts and Roles)
(cf. 2111 - Superintendent Governance Standards)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9400 - Board Self-Evaluation)

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

6. An open and noticed meeting of a standing or an ad hoc committee of the Board, provided that the Board members who are not members of the standing or ad hoc committee attend pursuant to the Augmented Committees provisions of Board Rules and Procedures 9130.

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)
Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to disabled persons or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district’s legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board’s potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.
If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

**Teleconferencing**

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from the noticed location and constitute a physical quorum within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

*Legal Reference: (see next page)*
MEETINGS AND NOTICES (continued)

Legal Reference:

EDUCATION CODE
35140 Time and place of meetings
35143 Annual organizational meeting, date, and notice
35144 Special meeting
35145 Public meetings
35145.5 Agenda; public participation; regulations
35146 Closed sessions
35147 Open meeting law exceptions and applications

GOVERNMENT CODE
1135 State programs and activities, discrimination
54950-54963 The Ralph M. Brown Act, especially:
54953 Meetings to be open and public; attendance
54954 Time and place of regular meetings
54954.2 Agenda posting requirements, board actions
54956 Special meetings; call; notice
54956.5 Emergency meetings

UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications
36.303 Auxiliary aids and services

COURT DECISIONS

ATTORNEY GENERAL OPINIONS

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2006

ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

WEB SITES
CSBA: http://www.csba.org
CSBA, Agenda Online:
http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx
California Attorney General's Office: http://www.caag.state.ca.us
Institute for Local Government: http://www.caocities.org/index.jsp?zone=ilsg

Policy Reference UPDATE Service
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Board Rules and Procedures

CLOSED SESSION PURPOSES AND AGENDAS

The Board of Education may hold closed sessions only for purposes identified in law. The Board may hold a closed session at any time during part or all of a regular or special meeting, and during emergency meetings, in accordance with law. (Government Code 54956.5, 54957.7, 54962)

The President, any four members of the Board, or the Superintendent or Superintendent's designee may place items on the closed session agenda in accordance with the requirements set forth in the Brown Act.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The Superintendent or designee shall prepare the agenda for Closed Session meetings in accordance with law. The President or President's designee shall make every effort to review the agenda for Closed Session before it is printed and, upon consultation with legal counsel and the Superintendent, shall have final authority over whether each item on the agenda is placed in accordance with the requirements in law. The agenda shall be posted 24 hours in advance of the meeting in accordance with the Brown Act. While not legally binding it shall be the Board's practice, to the extent possible, that notices be posted with more notice than the required 24 hours. The agenda shall contain a brief general description of all closed session items to be discussed. (Government Code 54954.2)

The Board shall disclose in open meeting the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)

No agenda, notice, announcement, or report required by the Brown Act need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed. (Government Code 54961)

In accordance with law, a Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

Personnel Matters

The Board may hold closed sessions to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. These sessions shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4215 - Evaluation/Supervision)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4315 - Evaluation/Supervision)

The Board may also hold closed sessions to hear complaints or charges brought against an employee by another person, unless the employee requests an open session. Before the
CLOSED SESSION PURPOSES AND AGENDAS (continued)

Board holds a closed session to hear specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)

The Board may hold closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to public employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4143/4243 - Negotiations/Consultation)
(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)
CLOSED SESSION PURPOSES AND AGENDAS  (continued)

The Board may meet in closed session with the Board's designated representative regarding employee salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. These closed sessions may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the district's designated representative. (Government Code 54957.6)

Closed sessions shall be for the purpose of reviewing the Board's position and instructing the Board's designated representative. Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session to hear any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or a mediator who has intervened in these proceedings. (Government Code 54957.6)

Agenda items related to labor negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the employee organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5(f))

Matters Related to Students

The Board shall meet in closed session to consider a suspension, disciplinary action, or any other action, except expulsion, related to a student when a public hearing on the matter would violate student privacy rights. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49073-49079)

(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144 - Discipline)
CLOSED SESSION PURPOSES AND AGENDAS  (continued)

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

(cf. 5125 - Student Records)

Security Matters

The Board may meet in closed session with the Attorney General, district attorney, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 0450 - Comprehensive Safety Plan
(cf. 3515 - Campus Security)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Board may meet in closed session during an emergency meeting held pursuant to
CLOSED SESSION PURPOSES AND AGENDAS (continued)

Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54956.5)

Conference with Real Property Negotiator

The Board may meet in closed session with the Board's real property negotiator prior to the purchase, sale, exchange or lease of real property by or for the district in order to grant its negotiator the authority regarding the price and terms of the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the Board's position in the case. For this purpose, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" when any of the following circumstances exist:
CLOSED SESSION PURPOSES AND AGENDAS (continued)

1. Litigation to which the Board is a party has been initiated formally. (Government Code 54956.9(a))

2. A point has been reached where, in the Board's opinion based on the advice of legal counsel and on the existing facts and circumstances, there is a significant exposure to litigation against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))

3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

"Existing facts and circumstances" authorizing a closed session pursuant to Government Code 54956.9(b) as described in item #2 above are limited to the following: (Government Code 54956.9)

1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.

2. Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda.

3. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

(cf. 3320 - Claims and Actions Against the District)

4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection.

The above record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
CLOSED SESSION PURPOSES AND AGENDAS (continued)

Before holding a closed session pursuant to this section, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to "pending litigation" shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties and case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information pursuant to items #2-5 above. (Government Code 54954.5, Government Code 54956.9(3)(B-E))

Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim against a joint powers authority formed for the purpose of insurance pooling or self-insurance authority of which it is a member, for the payment of tort liability losses, public liability losses or workers' compensation liability. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3320 - Claims and Actions Against the District)
(cf. 3530 - Risk Management/Insurance)

When the board of the joint powers agency has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss and take action concerning information obtained in a closed session of the joint powers agency. During the district's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)
The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to "Conference Involving a Joint Powers Agency" shall specify the closed session description used by the joint powers agency and the name of the district representative on the joint powers agency board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

**Review of Audit Report from Bureau of State Audits**

Upon receipt of a confidential final draft audit report from the Bureau of State Audits, the Board may meet in closed session to discuss its response to that report. After public release of the report from the Bureau of State Audits, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the Bureau of State Audits shall state "Audit by Bureau of State Audits." (Government Code 54954.5)

**Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

*(cf. 6162.5 - Student Assessment)*

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

*Legal Reference: (see next page)*
CLOSED SESSION PURPOSES AND AGENDAS (continued)

Legal Reference:

EDUCATION CODE
35145 Public meetings
35146 Closed session (re student suspension)
44929.21 Districts with ADA of 250 or more
48918 Rules governing expulsion procedures; hearings and notice
49073 Release of directory information
49076 Access to records by persons without written parental consent
49079 Notification to teacher re: students whose actions are grounds for suspension or expulsion
60617 Meetings of governing board

GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act
6250-6268 California Public Records Act
54950-54963 The Ralph M. Brown Act

COURT DECISIONS
Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners (2003) 107 Cal.App.4th 866
Roberts v. City of Palmdale (1993) 5 Cal.4th 363
Sacramento Newspaper Guild v. Sacramento County Board of Supervisors (1968) 263 Cal.App. 2d 41

ATTORNEY GENERAL OPINIONS
86 Opn Cal Atty Gen, 210 (2003)
78 Opn Cal Atty Gen, 218 (1995)
59 Opn Cal Atty Gen, 532 (1976)

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, 2003

ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies. California Attorney General's Office, 2002

CALIFORNIA CITY ATTORNEY PUBLICATIONS

WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.caag.state.ca.us
Board Rules and Procedures

CLOSED SESSION ACTIONS AND REPORTS

No matters other than those announced in open session shall be acted upon during the closed session. (Government Code 54957.7)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board of Education shall reconvene in open session before adjourning and report closed session actions, the votes or abstentions thereon, and other disclosures required by Government Code 54957.1. These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing them. (Government Code 54957.7) All closed session actions will also be reported in open session at the next regular meeting of the Board of Education.

Personnel Matters

The Board shall report any personnel action taken and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall identify the title of the position. However, the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Negotiations/Collective Bargaining

Final action on the proposed compensation of one or more unrepresented employees shall not be taken during the closed session. (Government Code 54957.6)

Approval of an agreement concluding closed session labor negotiations with represented employees shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

(cf. 4143/4243 - Negotiations/Consultation)
(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)
CLOSED SESSION ACTIONS AND REPORTS (continued)

Student Matters

Actions related to student matters shall be taken in open session and shall be a matter of public record. No information shall be released in violation of student privacy rights provided in law. (Education Code 35146, 48918; 20 USC 1232)

In an expulsion action, the student’s name shall not be disclosed.

(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125 - Student Records)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Real Estate Negotiations

Approval of an agreement concluding real estate negotiations shall be reported after the agreement is final. If the Board renders the agreement final, it shall report that approval, the votes or abstentions thereon, and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)
CLOSED SESSION ACTIONS AND REPORTS (continued)

Pending Litigation

The Board shall report the following actions related to pending litigation, and the votes or abstentions thereon, at the public meeting during which the closed session is held: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.

2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.

3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation and if final approval rests with the other party or with the court, the district shall report the fact of approval, the substance of the agreement and the vote and abstentions thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

JPA/Self-Insurance Claims

The Board shall report the disposition of joint powers authority or self-insurance claims and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall include the name of the claimant(s), the name of the agency claimed against, the substance of the claim and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

(cf. 3320 - Claims and Actions Against the District)
(cf. 3530 - Risk Management/Insurance)
CLOSED SESSION ACTIONS AND REPORTS (continued)

Review of Assessment Instruments

At the public meeting during which the Board holds a closed session to review student assessment instruments, the Board shall confirm that this review was made. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE
35145 Public meetings
35146 Closed session (re student matters)
48918 Rules governing expulsion procedures; hearings and notice
49073-49079 Privacy of student records
60617 Meetings of governing board

GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act, especially:
54957.1 Closed sessions; public report of action taken
54957.6 Closed sessions; representatives to employee organization(s)
54957.7 Disclosure of items to be discussed

UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.8 Family Educational Rights and Privacy

COURT DECISIONS
Kleitman v. Superior Court of Santa Clara County 87 Cal Rptr. 2d (1999)

ATTORNEY GENERAL OPINIONS
80 Ops Cal Atty Gen 85 (1997)
Board Rules and Procedures

AGENDA/MEETING MATERIALS

Agenda Content

Board of Education meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)
(cf. 9321- Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

Each meeting agenda shall list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall specify that an individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)
AGENDA/MEETING MATERIALS (continued)

Agenda Preparation

The Superintendent shall develop the agenda for each regular and special meeting in accordance with Board policy. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 9122 - Secretary)

A Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be in writing and be submitted to the Superintendent or designee with supporting documents and information, if any, at least seven days before the scheduled meeting date. Items submitted less than seven days before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

The Board president, vice president, Superintendent, and/or designee(s) shall review the agenda before it is printed and shall have final authority over whether each item on the agenda is placed in accordance with Board policy. At his/her discretion the president may delay placing a resolution for First Reading on the Agenda for not more than one (1) meeting if there are more agenda items than are manageable.

(cf. 9121 - President)

Any Board action that involves borrowing $100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
Consent Items

In order to promote efficient meetings, the Board may act upon more than one item by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.

Notwithstanding the preceding paragraph, resolutions relating to the following may not be placed on the consent calendar: adoption of the fiscal year budget; approval, denial, revocation, or renewal of charter school petitions; consideration of sales or purchases of real property; consideration of labor agreements; or consideration of Board Policies or Administrative Policies and Regulations. The Superintendent shall place resolutions relating to these subjects on the agenda as First Reading listed as Superintendent’s Proposal First Reading.

Any Board member may request that any item on the consent calendar be removed and considered for first reading. Such items shall be removed and considered for first reading, unless a majority of the Board votes to consider the item for approval separately at that same meeting immediately after approval of the consent calendar. The Board may act on items removed from the consent calendar at its next regular meeting.

Any Board member or the Superintendent may request that any item on the consent calendar be severed in order to allow discussion and a separate vote on the item at that same meeting immediately after approval of the consent calendar.

If a member of the public wishes to speak about any item on the consent calendar, he or she may do so during Board meeting agenda item F (“Public Comment on Consent Items”). If in response to public comment, a member of the Board wishes to sever any item on the consent calendar, that item shall be severed in order to allow discussion and a separate vote on the item at that same meeting immediately after approval of the consent calendar.

A vote will be called on the adoption of all items on the consent calendar as one motion.

Board/Superintendent Resolutions for First Reading

1. All Board/Superintendent proposals for First Reading shall be delivered to the Office of the Board of Education seven days in advance of the Board meeting date so that they can be included in the printed agenda of the meeting.

2. All Board/Superintendent resolutions not eligible for placement on the consent calendar shall be introduced for first reading.

3. 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. If the President determines that resolutions or other matters need consideration by more than two committees, the items shall be referred to a Committee-of-the-Whole which meeting
shall be convened on the first or third Tuesday of the following month for which adequate Brown Act notice may be provided. The Board may not discuss or take action on a resolution introduced for First Reading at that meeting.

4. 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.

5. The Board may suspend subsection 2 of this section 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.

6. The President shall refer all resolutions for First Reading to the committee(s) deemed most appropriate, and such committee(s) shall consider the resolutions in accordance with Board rules and procedures.

7. No policy resolution which has been considered by the Board and rejected or adopted by majority vote may be submitted for reconsideration within one (1) calendar year unless resubmittal is requested by a member of the prevailing side and supported by a 2/3 vote of the full Board. Such resolutions for reconsideration shall be noticed on the Board’s agenda. If such a request for reconsideration is made by a member of the prevailing side and approved by a 2/3 majority more than one month after the Board’s vote, then the item shall be considered a new item and be heard as a first reading.

Agenda Dissemination to Board Members

At least three days before each regular meeting, a copy of the agenda and agenda packet shall be forwarded to each Board member, including the Superintendent’s or designee’s report; minutes to be approved; copies of communications; reports from committees, staff, citizens, and others; and other available documents pertinent to the meeting. When special meetings are called, the Superintendent or designee shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to request additional information on agenda items.
Agenda Dissemination to Members of the Public

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

If a document is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at the time the document is distributed to a majority of the Board provided that the document is a public record under the Public Records Act and relates to an agenda item for an open session of a regular Board meeting. The Superintendent or designee may also post the document on the district’s web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting. (Government Code 54957.5)

(cf 1113 - District and School Web Sites)
(cf 1340 - Access to District Records)

Any documents prepared by the district or the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any documents prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

The Board agenda is posted and its contents are made available for public view in the lobby of the district’s 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, 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 Board members. 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) upon request to the executive assistant to the Board.

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Legal Reference: (see next page)
AGENDA/MEETING MATERIALS (continued)

Legal Reference:

EDUCATION CODE
35144 Special meetings
35145 Public meetings
35145.5 Right of public to place matters on agenda

GOVERNMENT CODE
6250-6270 Public Records Act
53635.7 Separate item of business
54954.1 Mailed agenda of meeting
54954.2 Agenda posting requirements; board actions
54954.3 Opportunity for public to address legislative body
54954.5 Closed session item descriptions
54956.5 Emergency meetings
54957.5 Public records

UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications
36.303 Auxiliary aids and services

COURT DECISIONS
Caldwell v. Roseville Joint Union HSD, 2007 U.S. Dist. LEXIS 66318

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2007
Guide to Effective Meetings, rev. 2007
Maximizing School Board Leadership: Boardsmanship, 1996

ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, rev. 2003

CALIFORNIA CITY ATTORNEY PUBLICATIONS

WEB SITES
CSBA, Agenda Online:
http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx
California Attorney General's Office: http://www.caag.state.ca.us

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Board Rules and Procedures

MEETING CONDUCT

Meeting Procedures

All Board of Education meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board Rules and Procedures and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

(cf. 9322 - Agenda/Meeting Materials)

The Board President shall conduct Board meetings in accordance with Board rules and procedures that enable the Board to efficiently consider issues and carry out the will of the majority. The Board shall rely on Robert’s Rules of Order, Newly Revised to address any question or point of order not addressed in the Board rules and procedures.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:00 p.m. unless extended by general consent of a majority of the Board.

(cf. 9320 - Meetings and Notices)

Discussion by Board members or speakers shall be limited to matters which are properly before the Board. A speaker shall be ruled out of order if he/she fails to speak on the subject matter for which the privilege of the floor was granted.

Discussion on a motion shall be germane.

Board members shall indicate their desire to speak by illuminating their microphone light. The president shall have the privilege to recognize requests to speak by other Board members.

(cf. 9121 - President)

The Board may, by a two-thirds vote, limit or close its debate, provided that the maker of the motion and an opponent of the motion are granted equal time for closing comments.

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.

The president shall conduct a roll call vote on all motions presented to the Board and shall announce the vote of the Board.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)
The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

When not more than two vacancies occur on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, if a vacancy exists on the Board, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall be not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Public Participation

To the extent possible, Board committee meetings shall be the primary venue for public input into proposals from Board members and the Superintendent.

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. A person wishing to be heard by the Board shall be invited to, but not required to, provide his/her name before speaking.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2)

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)
Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

(cf. 9130 - Board Committees)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Individual speakers shall be allowed two minutes to address the Board on each agenda or nonagenda item. 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.

The president may increase or decrease the time allowed for public presentation.

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

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

6. The Board president may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.

The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3) In addition, the Board may not prohibit public criticism of district employees.

While the Board recognizes the right of the public to address matters under the jurisdiction of the Board, whenever a member of the public initiates specific complaints or charges against an employee, the Board president shall inform the complainant that in order to protect the employee's due process rights and reputation, it is the policy and preference of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. The Board president shall also encourage the complainant to file a written complaint using the appropriate district complaint procedure.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)
7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the president to terminate the privilege of addressing the Board for that meeting.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement.

8. 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.

Recording by the Public

The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.

(cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)
Legal Reference:

EDUCATION CODE
5095 Powers of remaining board members and new appointees
32210 Wilful disturbance of public school or meeting a misdemeanor
33010 Prescription and enforcement of rules
33145.5 Agenda; public participation; regulations
33163 Official actions, minutes and journal
33164 Vote requirements
33165 Effect of vacancies upon majority and unanimous votes by seven member board

GOVERNMENT CODE
54953.5 Audio or video tape recording of proceedings
54953.6 Broadcasting of proceedings
54954.2 Agenda; posting; action on other matters
54954.3 Opportunity for public to address legislative body; regulations
54957 Closed sessions
54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE
403 Disruption of assembly or meeting

COURT DECISIONS

ATTORNEY GENERAL OPINIONS

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2005
Board Presidents' Handbook, rev. 2002
Maximizing School Board Governance: Boardsmanship

ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.caag.state.ca.us

Policy Reference UPDATE Service
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ORDER OF BUSINESS

The Board shall conduct its regular meetings in accordance with the order of business set forth below. Alternatively, the Board president with agreement from the Board may modify the order of business after the meeting begins as they deem appropriate. Temporary changes to the order of business may be agreed to in advance by the president and Superintendent for an individual meeting or for a specified period of time. Any Board member or the Superintendent may place a resolution on the agenda listed under Superintendent’s Proposals for First Reading or Board Members’ Proposals for First Reading, respectively. Such resolutions will appear on the agenda as a first reading and be voted on at a subsequent meeting as second reading listed under Superintendent’s Proposals Held for Speakers and Action or Board Members’ Proposals Held for Speakers and Action, respectively. Board Members’ or Superintendent’s Proposal for second reading will have the relevant committee reports as part of the discussion and prior to speakers being heard or the vote being taken.

Notwithstanding the above, the Superintendent may place resolutions on the consent calendar in accordance with Board policy.

The order of business at regular meetings shall include a section titled “Recognitions and Resolutions of Commendation”. This section is reserved for the Superintendent or Board Members to commend or honor individuals, groups, holidays and historical observations. If there is a resolution of commendation, these resolutions shall be heard immediately before the Student Delegates’ Report and shall be acted on by the Board without need for a second reading after public testimony is heard.

The order of business of the Board shall be as follows:

Roll Call and Pledge of Allegiance

A. Approval of Board Minutes

B. Presentations to the Board of Education/Superintendent’s Reports

   1. Superintendent’s Thoughts for the Evening

C. Recognitions and Resolutions of Commendation

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 or the Superintendent, in their discretion, severs the item for discussion.)

G. Consent Calendar (Motion and a Second; Items Withdrawn/Corrected by Superintendent; Items removed for First Reading, and/or Severed for Discussion/Separate
Formal vote on the Consent Calendar will be taken up in Section N. Severed items will be taken up in Section O.

H. Superintendent's Proposals - Held for Speakers and Action

I. Board Members' Proposals - Held for Speakers and Action

J. Requests to Speak Regarding General Matters - 30 Minutes
   This item is scheduled for no later than 7:30 p.m. or following the item under discussion at the time. This item is limited to 30 minutes.

K. Advisory Committee Reports/Appointments to Advisory Committees by Board Members

L. Special Order of Business

M. Discussion of Other Educational Issues

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

Q. Superintendent's Proposals - First Reading
   5 minutes will be given for total public testimony under this item.

R. Board Members' Proposals - First Reading
   5 minutes will be given for total public testimony under this item.

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

T. Report of Closed Session Actions

U. Other Informational Items

V. Adjournment
Board Rules and Procedures

ACTIONS BY THE BOARD

The Board of Education shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members

2. A collective commitment or promise by a majority of the members to make a positive or negative decision

3. A vote by a majority of the members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)
ACTIONS BY THE BOARD (continued)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5

2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted

3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

Challenging Board Actions

Any interested person or the district attorney's office may present a demand that the Board cure and correct a Board action which he/she alleges is in violation of Government Code 54954.2 (agenda posting), Government Code 54953 (open meeting and teleconferencing), Government Code 54954.5 (closed session item descriptions), Government Code 54954.6 (new or increased tax assessments), Government Code 54956 (special meetings), or Government Code 54956.5 (emergency meetings). (Government Code 54960.1)

Any demand to "cure and correct" an alleged violation shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)
ACTIONS BY THE BOARD (continued)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.

2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.

3. Take no action. If the Board takes no action within the 30-day review period, its inaction shall be considered a decision not to cure or correct the action.

Legal Reference:

EDUCATION CODE
15266 School construction bonds
17466 Declaration of intent to sell or lease real property
17481 Lease of property with residence for nondistrict purposes
17510-17511 Resolution requiring unanimous vote of all members constituting board
17546 Private sale of personal property
17556-17561 Dedication of real property
17582-17583 District deferred maintenance fund
35140-35149 Meetings
35160-35178.4 Powers and duties
48660-48661 Community day schools establishment and restrictions

CODE OF CIVIL PROCEDURE
425.16 Special motion to strike in connection with a public issue
1245.240 Eminent domain vote requirements
1245.245 Eminent domain, resolution adopting different use

GOVERNMENT CODE
53090-53097.5 Regulation of local agencies by counties and cities
53724 Parcel tax resolution requirements

Legal Reference continued: (see next page)
ACTIONS BY THE BOARD (continued)

Legal Reference: (continued)

GOVERNMENT CODE (continued)
53790-53792 Exceeding the budget
53820-53833 Temporary borrowing
53850-53858 Temporary borrowing
54950-54963 The Ralph M. Brown Act, especially:
54952.6 Action taken, definition
54953 Meetings to be open and public; attendance; secret ballots
54960 Action to prevent violations
65352.2 Coordination with planning agency
PUBLIC CONTRACT CODE
3400 Bid specifications
20111 Contracts over $50,000; contracts for construction; award to lowest responsible bidder
20113 Emergencies, award of contracts without bids
COURT DECISIONS
Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors, (2003) 112 Cal.App.4th 1313
Boyle v. City of Redondo Beach, (1999) 70 Cal.App.4th 1109

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, 2009
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Local Legislative Bodies, 2003
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.caag.state.ca.us
Institute of Local Government: http://www.ca-ilg.org
Cautionary Notice: As added and amended by SBX 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2012-13 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210 - Administrative Discretion Regarding Board Policy.

ACTIONS REQUIRING MORE THAN A MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)
   (cf. 3280 - Sale or Lease of District-Owned Real Property)

2. Resolution declaring intent of Board of Education to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Temporary borrowing before receipt of fiscal income, if implemented pursuant to Government Code 53820-53833 (Government Code 53821)
ACTIONS BY THE BOARD (continued)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, ordering city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

7. Resolution to transfer excess local funds from a deferred maintenance fund when state funds are insufficient to match local funds being held in the deferred maintenance fund (Education Code 17582, 17583)

8. Motions for reconsideration of policy resolutions pursuant to Board Rules and Procedures section 9322(d) Agenda/Meeting Materials, subsection 7 under Board/Superintendent Resolutions for First Reading.

9. For districts desiring to operate a community day school on an existing school site to serve grades K-6 (and no higher grades), certification that satisfactory alternative facilities are not available for a community day school. Such certification is valid for one school year and may be renewed by a subsequent two-thirds vote (Education Code 48661)

10. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

11. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

12. Resolution to place a parcel tax on the ballot (Government Code 53724)
ACTIONS BY THE BOARD (continued)

13. Resolution of necessity to proceed with an eminent domain action and, if the Board desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district’s attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. The expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Resolution, adopted between July 15 and August 30, to borrow funds of up to 25 percent of the estimated income and revenue to be received by the district during the current fiscal year from apportionments based on average daily attendance for the preceding school year (Government Code 53822-53824)

3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)
ACTIONS BY THE BOARD (continued)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)

2. Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)
Board Rules and Procedures

BOARD SELF-EVALUATION

The Board of Education may annually conduct a self-evaluation in order to demonstrate accountability to the community and ensure that district governance effectively supports student achievement and the attainment of the district's vision and goals.

(cf. 0000 - Vision)
(cf. 2123 - Evaluation of the Superintendent)

The evaluation may address any areas of Board responsibility, including but not limited to Board performance in relation to vision setting, curriculum, personnel, finance, policy, collective bargaining and community relations. The evaluation also may address objectives related to Board meeting operations, relationships among Board members, relationship with the Superintendent, understanding of Board and Superintendent roles and responsibilities, communication skills, or other boardsmanship skills.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)

The Board may be evaluated as a whole. Individual Board members also are encouraged to use the evaluation process as an opportunity to privately assess their own personal performance.

Each year the Board, with assistance from the Superintendent, may determine an evaluation method or instrument that measures a reasonable number of previously identified performance objectives. Videotape of a Board meeting may be used as an evaluation tool only with the consent of all Board members.

Any discussion of the Board's self-evaluation shall be conducted in open session. At the request of the Board, a facilitator may be used to assist with the evaluation process. The Board may invite the Superintendent or others to provide input into the evaluation process.
BOARD SELF-EVALUATION (continued)

Following an evaluation, the Board may develop strategies for strengthening Board performance and establish priorities and objectives for the following year's evaluation.

(cf. 9230 - Orientation)
(cf. 9240 - Board Development)

Legal Reference:
GOVERNMENT CODE
54950-54963 Brown Act; board self-evaluations not covered

Management Resources:
CSBA PUBLICATIONS
Professional Governance Standards, 2000
Maximizing School Board Leadership, 1996
WEB SITES
CSBA: http://www.csba.org
SUBJECT: Appointments and Reappointments to the Citizens' Bond Oversight Committee for the 2003, 2006 and 2011 Facilities General Obligation Bond Programs

REQUESTED ACTION:

A. That the Board of Education appoint the following individuals as members of the Citizens' Bond Oversight Committee (CBOC) for a 2-year term beginning February 15, 2012, in the statutory positions as provided in the Education Code Sec. 15278(a):

- Nancy Mayeda: Member of a senior citizens' organization (Appoint)
- Monica Pressley: Member of a business organization (ReAppoint)
- Yakuh Askew: Parent of a child enrolled in the District (Appoint)
- Brian Liles: Parent of a child enrolled in the District & active in parent-teacher organization or school site council (ReAppoint)
- James Quadra: Member at large (Appoint)
- Michael Theriault: Member at Large (ReAppoint)

B. That the Board of Education appoint the following individuals as members of the Citizens' Bond Oversight Committee (CBOC) for a 1-year term beginning February 15, 2012 in the additional positions as determined by the Board of Education:

- Lourdes Garcia: Representative for the immigrant community (Appoint)
- Nan McGuire: Representative for an environmental organization (ReAppoint)
- Craig Issod: Stakeholder for students with Disabilities (ReAppoint)
- Walter Haub: Representative of employee organization (Appoint)

C. That the Board of Education recognize the current Citizens' Bond Oversight Committee and bylaws established for the 2003 and 2006 SFUSD Bond Program, to also include the oversight of the 2011 SFUSD Bond Program.

BACKGROUND: California State Proposition 39 requires a School Board to establish an independent Citizens' Bond Oversight Committee (CBOC) where approval of a Bond measure by the voters is set at 55% for passage. The CBOC oversees the expenditure of bond funds approved under Proposition 39 rules. Per California Education Code Section 15282, the Board established the Committee membership on December 9, 2003 and by its own power added 4 members to represent the following additional groups: Employee Organization, Immigrant Community, Stakeholders for Students with Disabilities Community, Environmental Community. The current CBOC bylaws have established up to 11 members. Staff continues to search for a member active in a bona fide taxpayers organization to meet the requirement of Section 15282(a).
All current CBOC membership positions are currently up for appointment or reappointment. Five current members of the CBOC wish to be reappointed in their previous positions and would like to continue to serve the Board and the Citizens of San Francisco in that capacity. The following persons (as noted above) are put forth for appointment and are well qualified to perform the oversight duties required by Proposition 39 for a Facilities Bond Construction program:

- **Nancy Mayeda:** Ms. Mayeda is a former SFUSD Principal, among her many contributions to the District. The Rooftop Mayeda Campus is named in her honor.
- **Monica Pressley:** Ms. Pressley is currently the Chief Financial Officer for the San Francisco Foundation, and serves on the board of the Latino Community Foundation.
- **Yakuh Askew:** Mr. Yakuh is parent of a child at Rooftop ES, a product of San Francisco Public schools, a practicing Architect in San Francisco and a member of the National Organization of Minority Architects.
- **Brian Liles:** Mr. Liles is a parent of 2 children that are enrolled at Flynn ES and an architect in private practice in San Francisco.
- **Michael Theriault:** Mr. Theriault is the Secretary-Treasurer of the San Francisco Building and Construction Trades Council & a parent of 2 children who have graduated from the SFUSD school system.
- **James Quadra:** Mr. Quadra is a prominent civil litigation attorney in San Francisco.
- **Lourdes Garcia:** Ms. Garcia is a practicing architect and parent of children at Miraloma ES.
- **Nan McGuire:** Ms. McGuire is active in a number of environmental efforts in San Francisco and is one of the founders of the SF Green Schoolyard Alliance.
- **Craig Issod:** Mr. Issod works with and supports Arc SF, a 60-year old public advocacy and support organization for persons with developmental disabilities.
- **Walter Haub:** Mr. Haub is a retired Assistant Principal in the District and member of UASF-emeritus. Mr. Haub also served as the Director of Building and Grounds for SFUSD.

Submitted by: David L. Goldin, Chief Facilities Officer

Special Order of Business
2/14/12
RESOLUTION NO. ___

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE OF SAN FRANCISCO UNIFIED SCHOOL DISTRICT (CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA) 2012 GENERAL OBLIGATION REFUNDING BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $145,000,000 TO REFINANCE CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE DISTRICT, AUTHORIZING THE PREPARATION AND DELIVERY OF A PRELIMINARY OFFICIAL STATEMENT, OFFICIAL STATEMENT AND NOTICE OF SALE AND OFFICIAL BID FORM, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND A CONTINUING DISCLOSURE 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 4, 2003, pursuant to Section 1(b)(3) of Article XIII A 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 (“Election of 2003”); and

WHEREAS, at such election there was submitted to and approved by the requisite approval of at least 55% 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 $295,000,000 payable from the levy of an ad valorem 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 September 14, 2004 (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 2003), 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, three series of general obligation bonds, with an aggregate principal amount of $280,000,000, have previously been issued under such authorization: the $58,000,000, San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2003), General Obligation Bonds, Series A (2004), on October 28, 2004 (the “Series A Bonds”); the $130,000,000, San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2003), General Obligation Bonds, Series B (2005), on October 27, 2005 (the “Series B Bonds”) and the $92,000,000, San Francisco Unified School District (City and County of San Francisco, California) (Proposition A,
Election of 2003) General Obligation Bonds, Series C (2006) (the “Series C Bonds” and, together with the Series A Bonds and the Series B Bonds, the “Prior Bonds”); and

WHEREAS, pursuant to Section 53550 et seq. of the California Government Code (the “Act”), the District is authorized to issue refunding bonds (the “Refunding Bonds”) to (i) refund all or a portion of the Prior Bonds (the “Refunded Bonds”) on a negotiated sale basis or at a public sale and (ii) pay the costs of issuance of the Refunding Bonds; and

WHEREAS, the Board determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds, and pursuant to Section 53552 of the Act, the District may issue the Refunding Bonds without submitting the question of their issuance to a vote of the qualified electors of the District; and

WHEREAS, the Board determines that it is necessary and desirable that the Refunding Bonds be sold via a competitive sale in an effort to obtain the lowest interest cost on the Refunding Bonds or, in the event of volatile market conditions or the need for extensive pre-marketing efforts, by a negotiated sale pursuant to a Bond Purchase Agreement (the “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 Refunding Bonds, is within all limits prescribed by law;

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

SECTION 1. Purpose of Refunding Bonds. That to (i) refund all or a portion of the Prior Bonds on the Refunding Date, and (ii) pay all necessary legal, financial and contingent costs in connection therewith, the District authorizes the issuance of the Refunding Bonds (the “Refunding Bonds”) in an aggregate principal amount not to exceed $145,000,000. The costs of issuing the Refunding Bonds, including the underwriting discount, if any, is estimated to be $____,000. The Board hereby determines that such costs of issuing the Refunding Bonds (to be paid from the proceeds of the Refunding Bonds) are all of the designated costs of issuance under Section 53550(c) of the Act.

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 Notice of Sale or 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 June 15 and December 15 of each year, commencing [June] 15, 2012.

(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 10.

(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 June 15 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 June 15, 2012.

(g) "City" means the City and County of San Francisco.

(h) "Costs Administrator" means Wells Fargo Bank, National Association.

(i) "Debt Service Fund" means the fund designated as the "2012 San Francisco Unified School District General Obligation Refunding Bond Debt Service Fund," and used only for payment of principal of and/or interest on the Refunding Bonds as described in Section 14 hereof.

(j) "Defeasance Securities" means any of the following which at the time are legal investments under the laws of the State for the moneys proposed to be invested therein: (1) United States Obligations (as defined below); and (2) 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 trustee or paying agent thereof has been given irrevocable instructions concerning their calling and redemption and the issuer has covenanted not to redeem such obligations other than as set forth in such instructions; (b) the municipal obligations are secured by cash or United States Obligations (as defined below); (c) the principal of and interest on the United States Obligations (plus any cash) in the escrow fund for such municipal obligations 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 a trustee or other escrow agent; (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 (without regard to any numerical modifier, plus or minus sign or other modifier), at the time of original deposit to the escrow fund, by any two Rating Agencies (as defined below) not lower than the rating then maintained by the respective Rating Agency on such United States Obligations.

(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) "Escrow Agent" means Wells Fargo Bank, National Association.

(m) "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

(n) “Nominee” means the nominee of DTC, as determined from time to time pursuant to Section 8(c) hereof, and which initially will be Cede & Co.

(o) “Outstanding” when used as of any particular time with reference to the Refunding Bonds, means all Refunding Bonds theretofore, or thereupon being, authenticated and delivered by the Bond Registrar except (a) Refunding Bonds theretofore cancelled by the Bond Registrar or surrendered to the Bond Registrar for cancellation; (b) Refunding Bonds with respect to which all liability of the District shall have been discharged in accordance with Section 20; (c) Refunding 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) Refunding 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.

(p) “Owner” means any registered owner of the Bonds as identified in the Bond Register.

(q) “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.

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

(s) “Permitted Investments” shall have the meaning ascribed to such term in Section 20 hereof.

(t) “Principal Amount” means, with respect to any Refunding Bond, the principal amount thereof.

(u) “Rating Agencies” means Moody's Investors Service, Inc., Fitch Ratings, and Standard and Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., or any other nationally recognized bond rating agency that is the successor to any of the foregoing rating agencies or that is otherwise established after the date hereof.

(v) “Record Date” means the close of business on the 15th day of the calendar month preceding each Bond Payment Date.

(w) “Redemption Notice” shall have the meaning ascribed thereto in Section 8(b)(iv) hereof.

(x) “Rule” means 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.
(y) "Securities Depositories" means initially DTC, and from time to time, such other substitute depository as determined pursuant to Section 8(c) hereof.

(z) "Transfer Amount" means, with respect to any Outstanding Refunding Bond, the Principal Amount thereof.

(aa) "Treasurer" means the Treasurer and Tax Collector of the City and County of San Francisco.

(bb) "United States Obligations" means (i) direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including without limitation, the interest component of Resolution Funding Corporation (REFCORP) bonds that have been stripped by request to the Federal Reserve Bank of New York in book-entry form, or (ii) any security issued by an agency or instrumentality of the United States of America which is selected by the Authorized Officer and which is rated (without regard to any numerical modifier, plus or minus sign or other modifier), at the time of the initial deposit to the escrow fund and upon any substitution or subsequent deposit to the escrow fund, by any two Rating Agencies not lower than the rating then maintained by the respective Rating Agency on United States Obligations described in (i) herein.

(cc) "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 27 hereof.

SECTION 3. Authorization and Designation of the Bonds. This Board hereby authorizes the issuance and sale of the Refunding Bonds designated as “San Francisco Unified School District (City and County of San Francisco, California) 2012 General Obligation Refunding Bonds”. The Refunding Bonds shall be issued pursuant to Section 53550 et seq., of the Act in an aggregate principal amount not to exceed $145,000,000.

SECTION 4. Terms and Conditions of Sale. The Board hereby orders that the Refunding Bonds shall be sold no later than June 30, 2012 either (i) at a competitive sale upon the terms and conditions set forth in the Notice of Sale and Official Bid Form (the “Notice of Sale”), substantially in the form attached hereto as Exhibit A or (ii) if market conditions are volatile and the overall issuance of the Refunding Bonds will benefit from extensive pre-marketing efforts not available with a competitive sale and it is in the best interests of the District, a negotiated sale upon the terms and conditions set forth in the Bond Purchase Agreement, substantially in the form attached hereto as Exhibit B (the “Bond Purchase Agreement”). The forms of the Notice of Sale and the Bond Purchase Agreement are 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 the Financial Advisor (defined below) and/or Bond Counsel, shall deem necessary or desirable to implement the sale of the Refunding Bonds consistent with the terms of this Resolution, including changes
necessary to sell the Refunding Bonds pursuant to the Notice of Sale or the Bond Purchase Agreement, as applicable, such approval to be evidenced by the execution of such by such officer. The Refunding Bonds shall be dated the date of delivery of the Refunding Bonds or such date or dates as may be stated in the Notice of Sale or the Bond Purchase Agreement, as applicable, and shall be comprised of serial and/or term bonds. The aggregate principal amount of Refunding Bonds shall not exceed $145,000,000. The District shall achieve a net present value savings of not less than 5% net present value of the par amount of the Refunded Bonds as a result of the refunding of the Refunded Bonds and the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds shall not exceed the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds. The true interest cost of the Refunding Bonds shall not exceed 7% and no serial or term bond shall bear interest at a rate exceeding 12%. The Refunding Bonds shall not mature later than June 15, 2025 or the final maturity date set forth in the Notice of Sale or Bond Purchase Agreement, as applicable. The estimated costs of issuing the Bonds, including underwriter’s discount, are $185,114.69 as set forth in Exhibit C hereto. The actual costs of issuance shall be provided to the Board at the next scheduled public meeting of the Board following the sale of the Refunding Bonds.

SECTION 5. Notice of Intention to Sell. The form of Notice of Intention to Sell Bonds, substantially in the form attached hereto as Exhibit D, is hereby approved for publication in conformance with State law.

SECTION 6. Furnishing of Notice of Sale and Official Statement. The Chief Financial Officer and the financial advisor to the District, Tamalpais Advisors, Inc. (the “Financial Advisor”), are hereby authorized and directed to cause to be furnished to prospective bidders a reasonable number of copies of the Notice of Sale.

SECTION 7. Authorization Regarding Bids. The Financial Advisor or Sidley Austin LLP (“Bond Counsel”) are hereby authorized and directed to open the bids at the time and place specified in the Notice of Sale and to present the same to the District. The Financial Advisor and Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Notice of Sale, and to cause said bids to be examined for compliance with the Notice of Sale, to cause computations to be made as to the true interest cost each bidder has bid, as provided in the Notice of Sale, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Refunding Bonds and the proceedings for the issuance thereof.

SECTION 8. Terms of Refunding Bonds.

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

Each Refunding Bond shall be dated the date of delivery thereof (or such other date or dates designated in the Notice of Sale or the Bond Purchase Agreement, as applicable), shall mature on June 15 (or such other date as may be designated in the Notice of Sale or the Bond Purchase Agreement, as applicable) of the years and in the amounts set forth in the Notice of
Sale or the Bond Purchase Agreement, as applicable, 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 Notice of Sale or the Bond Purchase Agreement, as applicable). Interest shall be payable on the respective Bond Payment Dates.

The Refunding Bonds shall not mature later than June 15, 2025 or the final maturity date set forth in the Notice of Sale or Bond Purchase Agreement, as applicable and shall bear interest at a rate or rates not to exceed 12% per annum and the true interest cost of the Refunding Bonds shall not exceed 7%.

(b) Redemption.

(i) Optional Redemption. The Refunding 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 Notice of Sale or the Bond Purchase Agreement, as applicable. The Notice of Sale or the Bond Purchase Agreement may provide that a portion or all of the Refunding Bonds shall not be subject to optional redemption.

(ii) Mandatory Sinking Fund Redemption. The Refunding 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 Notice of Sale or the Bond Purchase Agreement, as applicable.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Bond Registrar, upon written instruction from the District, shall select Refunding Bonds for redemption from such maturity dates as are selected by the District, and by lot within each such maturity in such manner as the Bond Registrar shall determine; provided, however, that the portion of any Refunding Bond to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Sections 8(b)(i) and 8(b)(ii) hereof, the Bond Registrar, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: (a) the date of such Notice, (b) the name of the Refunding Bonds, (c) the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding 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 Refunding Bonds to be redeemed, (h) if less than all of the Refunding Bonds of any maturity are to be redeemed, the Bond numbers of the Refunding Bonds of each maturity.
of the Refunding Bonds to be redeemed and, in the case of any Refunding Bond to be redeemed in part only, the respective portions of the Principal Amount of the Refunding Bonds of each maturity of the Refunding Bonds to be redeemed, (i) the original issue date, interest rate and stated maturity date of each Refunding 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 Refunding 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 Refunding 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 Refunding 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 Refunding Bonds. Each check issued or other transfer of funds made by the Bond Registrar for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Bond Registrar shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Refunding 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.

(vi) 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 Refunding Bonds shall become due and payable on such redemption date.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 8(b) 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 Refunding 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 Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 8 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Bond Registrar.

(vii) 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 Refunding Bonds so called for redemption. In the event that any Refunding Bond is subject to optional redemption and moneys sufficient to redeem the principal of and interest on all of such Refunding 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 Refunding 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 Refunding 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.

(viii) Refunding Bonds No Longer Outstanding. When any Refunding 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 moneys shall be held by the Bond Registrar irrevocably in trust for the payment of the redemption price of such Refunding 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 20, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Bond Registrar for cancellation.
(c) Book-Entry System.

(i) The Refunding Bonds shall be initially registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York (“DTC”), and shall be initially issued as one Refunding Bond for each of the coupons and maturities in the Principal Amounts set forth in the Notice of Sale, as it may be adjusted, or the Bond Purchase Agreement, as applicable, and DTC is hereby appointed depository for the Refunding Bonds, and registered ownership of the Refunding Bonds may not thereafter be transferred except as provided in this Section 8(c).

(ii) Registered ownership of the Refunding 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 to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(C) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(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 Refunding Bonds by the Bond Registrar, together with a Written Request of the District to the Bond Registrar, a new Refunding Bond for each coupon and maturity shall be executed and delivered in the aggregate Principal Amount of the Refunding 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 Refunding Bonds by the Bond Registrar together with a Written Request of the District, new Refunding 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 8(c) and date of receipt of such a
Written Request of the District, and thereafter, Refunding Bonds shall be transferred pursuant to Section 10 hereof; provided, that the Bond Registrar shall not be required to deliver such new Refunding Bonds within a period less than sixty (60) days.

(iv) The Bond Registrar shall be entitled to treat the person in whose name any Refunding 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 Refunding 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 Refunding Bonds.

(v) So long as the Outstanding Refunding 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 Refunding Bonds, or its registered assigns in effecting payment of the principal of and interest on the Refunding 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 9. Execution of Refunding Bonds. The Refunding 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 sealed with the seal of the District affixed thereto by the Secretary of the Board, all in their official capacities. No Refunding 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 Refunding Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Refunding 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 10. 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 Refunding Bonds (collectively, the “Bond Registrar”).

So long as any of the Refunding 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 Refunding Bonds as provided in this Section. Subject to the provisions of Section 8 above, the person in whose name a Refunding Bond is registered on the Refunding Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of and interest on any Refunding 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 Refunding Bonds, including interest, to the extent of the amount or amounts so paid.
Any Refunding Bond may be exchanged for Refunding 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 Refunding Bond may be transferred on the Refunding Bond Register only upon presentation and surrender of the Refunding 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 Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Refunding 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 Refunding Bonds only after the new Refunding Bonds are signed by the President and Secretary of the Board. In all cases of exchanged or transferred Refunding Bonds, the President and Secretary of the Board shall sign and the Bond Registrar shall authenticate and deliver Refunding 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 Refunding 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 Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding 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 Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Bond Registrar. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Bond Registrar at least twice each calendar year. The cancelled Refunding 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 Refunding Bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Refunding 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 Refunding 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 11. Payment. Payment of interest on any Refunding 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 on or before the Record Date. The Owner of Refunding 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 Refunding 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 Refunding 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 Refunding Bonds shall be payable in lawful money of the United States of America. The Bond Registrar is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Treasurer shall hereby establish the “2012 San Francisco Unified School District General Obligation Refunding 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 Refunding Bonds.

SECTION 12. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the form set forth in Exhibit E hereto, allowing those officials executing the Refunding Bonds, as described in Section 9 above, to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution and the Notice of Sale or to the Bond Purchase Agreement, as applicable, as authorized herein.

SECTION 13. Delivery of Refunding Bonds. The Authorized Officers of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the original purchaser or underwriter(s), as applicable, upon payment of the purchase price therefor.

SECTION 14. Deposit of Proceeds of Refunding Bonds.

(a) There is hereby established in trust a special fund designated the “2012 San Francisco Unified School District Refunding General Obligation Costs of Issuance Fund” (the “Costs of Issuance Fund”) which shall be held by the Costs Administrator and which shall be kept separate and apart from all other funds and accounts established and held hereunder. A portion of the proceeds received from the sale of the Refunding Bonds shall be placed in the Costs of Issuance Fund and shall be drawn out on the order of an Authorized Officer only to pay authorized costs of issuance of the Refunding Bonds. After payment of all costs of issuance in connection with the Bonds, upon the order of the Board or an Authorized Officer, the remaining balance shall be transferred to the Treasurer for deposit to the credit of the Debt Service Fund for the Prior Bonds. The deposit of Refunding Bond proceeds pursuant to this section shall be a proper charge against the Building Fund of the District.

(b) Proceeds from the sale of the Refunding Bonds that are necessary to accomplish the refunding of the Refunded Bonds on the Refunding Date (the “Refunding Proceeds”) shall be transferred to the Escrow Agent pursuant to Section 15.

(c) Any remaining proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Refunding Bonds and, after payment of principal of, premium, if any, and interest on the Refunding Bonds,
to the payment of principal of, premium, if any, and interest on any bonds issued pursuant to the Election of 2003 authorization. If, after payment in full of the Refunding Bonds and all bonds issued pursuant to the Election of 2003 authorization, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District known as the “San Francisco Unified School District General Fund” (the “General Fund”).

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 Refunding 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”), interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay the principal of and interest on the Refunding Bonds when due.

SECTION 15. Escrow Agreement. The Authorized Officers of the District are hereby authorized and directed on behalf of the District to enter into and execute an Escrow Agreement with the Escrow Agent to be named therein. The Refunding Proceeds shall be transferred to the Escrow Agent for deposit in the Escrow Fund established under the Escrow Agreement in an amount necessary to purchase federal securities needed to refund the Refunded Bonds. Upon such deposit, a firm of independent certified public accountants selected by the Board will deliver a report stating that such firm has verified the mathematical accuracy of certain computations relating to the adequacy of the maturing principal of and interest on the deposit in the escrow account, to pay, when due, all principal of and interest on the Refunded Bonds through their respective redemption dates, and to provide for the redemption of the Refunded Bonds in full on such redemption dates.

SECTION 16. Security for the Refunding Bonds. The Refunding 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 Refunding 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 tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding 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 Refunding Bonds when and as the same fall due; provided, however, that when all of the principal of and interest on all of the Refunding 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 Refunding Bonds, from the Debt Service Fund, sufficient monies to pay principal of and interest on the Refunding Bonds due on such Bond Payment Date.

SECTION 17. Tax Covenants.

(a) General. The District covenants with the Owners of all the Refunding 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 the exclusion from gross income of interest on such Refunding Bonds under Section 103 of the Code. The District shall not, directly or indirectly, use or permit the use of proceeds of the Refunding Bonds or any of the property financed or refinanced with proceeds of the Refunding 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 in the loss of exclusion from gross income for federal income tax purposes of interest on the Refunding Bonds.

(b) 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 Refunding 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 Refunding Bonds or any of the property financed or refinanced with proceeds of the Refunding Bonds, or any portion thereof, that would cause the Refunding Bonds to be “private activity bonds” within the meaning of Section 141 of the Code. To that end, so long as any Refunding Bonds are outstanding, 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 Refunding Bonds as “governmental bonds.”

(c) Arbitrage. The District shall not, directly or indirectly, use or permit the use of any proceeds of the Refunding Bonds, or of any property financed or refinanced thereby, or of other funds of the District, that would cause the Refunding 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 the Refunding 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 Refunding Bonds.

(d) Federal Guarantee. The District shall not make any use of the proceeds of the Refunding Bonds, or any other funds of the District, that would cause any of the Refunding 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 Refunding Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.
(c) Compliance with Tax Certificate. In furtherance of the foregoing tax covenants of this Section 17, the District covenants that it will comply with the provisions of the tax certificate (the “Tax Certificate”) executed in connection with the issuance of the Refunding Bonds, which Tax Certificate is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Refunding Bonds.

SECTION 18. 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 Refunding 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 Refunding 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 as a result of the issuance of the Refunding Bonds.


(a) Preliminary Official Statement. The form of preliminary official statement (the “Preliminary Official Statement”) relating to the Refunding Bonds on file with the Secretary of the Board, with such changes as any Authorized Officer, acting in consultation with Disclosure Counsel and 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, 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 the Financial Advisor, if the Refunding Bonds are sold on a competitive basis, or to the underwriter(s), if the Refunding Bonds are sold on a negotiated basis, said Preliminary Official Statement. The Financial Advisor or the underwriter(s), as applicable, are hereby authorized and directed to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding 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 original purchaser or the underwriter(s), as applicable, 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 Refunding 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 20. **Defeasance.** Payment of all or any portion of the Refunding Bonds may be provided for prior to such Refunding Bonds' respective stated maturities by irrevocably depositing with the Treasurer (or any commercial bank or trust company designated by the Treasurer to act as escrow agent with respect thereto): (a) an amount of cash equal to the principal amount of all of such Refunding Bonds or a portion thereof, and all unpaid interest thereon to maturity, except that in the case of Refunding Bonds which are to be redeemed prior to such Refunding Bonds' respective stated maturities and for which notice of such redemption has been given as described above or an irrevocable election to give such notice has been made by the District, the amount to be deposited will be the principal amount thereof, all unpaid interest thereon to the Redemption Date, and premium, if any, due on such Redemption Date; or (b) Defeasance Securities not subject to call, except as described in the definition of such term below, maturing and paying interest at such times and in such amounts, together with interest earnings and cash, if any, as will, without reinvestment, as certified by an independent certified public accountant, be sufficient to pay the principal and all unpaid interest to maturity, or to the Redemption Date, as the case may be, and any premium due on the Refunding Bonds to be redeemed, as such principal and interest come due; provided, that, in the case of the Refunding Bonds which are to be redeemed prior to maturity, notice of such redemption will be given as described above or an irrevocable election to give such notice has been made by the District; then, all obligations of the District with respect to said Outstanding Refunding Bonds will cease and terminate, except only the obligation of the District to pay or cause to be paid from the funds deposited as described in this paragraph, to the Registered Owners of said Refunding Bonds all sums due with respect thereto, and the tax covenant obligations of the District with respect to such Refunding Bonds; provided, that the District shall have received an opinion of nationally recognized bond counsel that provision for the payment of said Refunding Bonds has been made.

SECTION 21. **Rebate Fund.**

(a) General. A special fund designated the “2012 San Francisco Unified School District General Obligation Refunding Bond 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 17 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 Refunding 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 Refunding Bonds
(including amounts treated as proceeds of the Refunding 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 Refunding Bonds. Any funds remaining in the
Rebate Fund after redemption of all the Refunding 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 Refunding 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 Refunding 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
Refunding Bonds.

SECTION 22. Continuing Disclosure Agreement. The form of Continuing Disclosure
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 Continuing Disclosure
Agreement with respect to the Refunding Bonds in substantially the form attached hereto as
Exhibit F, with such changes thereto as deemed necessary in order to permit the original
purchaser or underwriter(s) of the Refunding Bonds to comply with the requirements of the Rule.
The District hereby covenants and agrees that it will comply with and carry out all of the
provisions of the Continuing Disclosure 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 Refunding
Bonds.

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 Refunding Bonds to be filed in
a timely manner with the California Debt and Investment Advisory Commission pursuant to
California Government Code Section 8855.
SECTION 24. Supplemental Resolutions With Consent of Owners. This Resolution, and the rights and obligations of the City, the District and of the Owners of the Refunding 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 Refunding Bonds, exclusive of Refunding 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 Refunding Bond affected, reduce the principal amount of any Refunding 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 25. 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 26. 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 Refunding Bonds 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 27. Authorized Actions. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Refunding 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 Refunding Bonds in accordance with and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

SECTION 28. Bond Counsel, Disclosure Counsel, Financial Advisor and Underwriter. Sidley Austin LLP is hereby appointed Bond Counsel and Disclosure Counsel, Tamalpais Advisors, Inc. is hereby appointed Financial Advisor, Wells Fargo Bank, National Association is hereby appointed Costs Administrator and Escrow Agent, and Causey, Demgen & Moore Inc. is hereby appointed Verification Agent in connection with the District’s execution and delivery of the Refunding 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 for the Bonds, and with the Financial Advisor as may be necessary or appropriate. If the Refunding Bonds are sold on a competitive basis, the name of the underwriter (winning bidder) of the Refunding Bonds shall be reported to the Board at the next scheduled public meeting of the Board following the sale. If the Refunding Bonds are sold on a negotiated basis, the name(s) of the underwriter(s) shall be reported to the Board at the next scheduled public meeting.

SECTION 29. 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 Refunding Bonds to the City Office of Public Finance within five business days of the sale of the Refunding Bonds, with a request that the ad valorem 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 (whose duties are performed by the City Controller) and the Treasurer.

SECTION 30. 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 14th day of February, 2012 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

OFFICIAL NOTICE OF SALE
and
OFFICIAL BID FORM

San Francisco Unified School District
(City and County of San Francisco, California)
2012 General Obligation Refunding Bonds

The San Francisco Unified School District will receive sealed bids and electronic bids for the above-referenced bonds at the place and up to the time specified below:

SALE DATE: _____________________________, 2012

TIME: _____________________________, California Time

PLACE: Tamalpais Advisors Inc.
3030 Bridgeway, Suite 340
Sausalito, California 94965

DELIVERY DATE: _____________________________, 2012

1 Preliminary, subject to change.
EXHIBIT A

FORM OF NOTICE OF SALE AND OFFICIAL BID FORM

$____________ * SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA)
2012 GENERAL OBLIGATION REFUNDING BONDS

NOTICE IS HEREBY GIVEN that sealed bids and electronic unconditional bids will be received by the San Francisco Unified School District (the “District”) to and including the hour of 9:00 a.m., Pacific Time, on __________, 2012, for the purchase of all, but not less than all, of [Principal Amount]* aggregate principal amount of San Francisco Unified School District, (the “District”) (City and County of San Francisco, California) 2012 General Obligation Refunding Bonds (the “Bonds”). In the case of electronic bids, bids may only be submitted electronically through the Ipreo LLC’s BiDCOMPTM/Parity® System (“Parity”) in the manner described below. Hand-delivered bids must be delivered to Tamalpais Advisors, Inc., 3030 Bridgeway, Suite 340, Sausalito, CA 94965. Within 26 hours, the Chief Financial Officer of the District, or the designee of such officer, will consider the bids received and, if an acceptable bid is received, award the sale of the Bonds on the basis of the lowest true interest cost. Notice of the award will be given promptly to the successful bidder. In the event that no bid is awarded by the designated time, the District will reschedule the sale to another date or time by providing notification through The Bond Buyer Wire and Thomson Financial (the “News Services”).

THE RECEIPT OF BIDS ON __________, 2012, MAY BE POSTPONED OR CANCELLED AT OR PRIOR TO THE TIME BIDS ARE TO BE RECEIVED. NOTICE OF SUCH POSTPONEMENT OR CANCELLATION WILL BE COMMUNICATED BY THE DISTRICT THROUGH THE NEWS SERVICES AND/OR PARITY AS SOON AS PRACTICABLE FOLLOWING SUCH POSTPONEMENT OR CANCELLATION. Notice of the new date and time for receipt of bids shall be given through the News Services and/or Parity as soon as practicable following a postponement and no later than 1:00 p.m. California time on the business day preceding the new date for receiving bids. As an accommodation to bidders, telephone, electronic or fax notice of such postponement and of the new sale date and time will be given to any bidder requesting such notice from Tamalpais Advisors, Inc., 3030 Bridgeway, Suite 340, Sausalito, California 94965; phone: (415) 331-4473; fax: (415) 331-4479, Attention: Jean Buckley (email: jbuckley@tamadvisors.com), the District’s Financial Advisor (the “Financial Advisor”), provided however that failure of any bidder to receive such supplemental notice shall not affect the sufficiency of any required notice or the legality of the sale.

* Preliminary, subject to change.
Right to Modify or Amend:

The District reserves the right to modify or amend this Official Notice of Sale (the “Notice of Sale”) in any respect; provided, however, that any such modification or amendment shall be communicated to potential bidders through the News Services and/or Parity not later than 1:00 p.m. California Time on the business day preceding the date for receiving bids. Failure of any potential bidder to receive notice of any modification or amendment will not affect the sufficiency of any such notice or the legality of the sale. Bidders are required to bid upon the Bonds as so modified or amended.

TERMS RELATED TO THE BONDS


Issue:

The Bonds will be dated the date of delivery (on or about , 2012), will be in denominations of $5,000 each, or integral multiples thereof, and will bear interest from the date of the Bonds to the maturity of each of the Bonds, with interest payable on [June] 15, 2012, and semiannually thereafter on [June] 15 and [December] 15 of each year during the term of the Bonds. The Bonds mature on June 15 in each of the years [2013 to 20__], inclusive, as set forth below (the “Estimated Maturity Schedule”), although the estimated principal amounts set forth below are subject to adjustment following receipt of the winning bid as described in “Adjustment of Principal Amounts”:

Interest Rates; Minimum Bid of Par:

All bids for the purchase of the Bonds must state the rate or rates of interest to be paid and no bid at a price less than the par value of the Bonds will be considered. Bidders may specify any number of different rates to be borne on the Bonds, provided:

(i) The maximum interest rate bid for any maturity shall not exceed twelve percent (12%) per annum;

(ii) All Bonds of the same maturity must bear the same rate of interest from its date to the stated maturity date at the interest rate specified on the Official Bid Form;

(iii) No Bond shall bear a zero rate of interest per annum;

(iv) All interest rates must be in multiples of one-eighth or one-twentieth of one percent (1/8 or 1/20 of 1%) per annum;
(v) The rate of interest on any maturity shall not be more than four percent higher than the interest rate on any other maturity of the Bonds.

**Principal Amounts:** The Bonds shall be serial and/or term bonds, as specified by each bidder, and principal shall be payable on June 15 of each year, commencing June 15, ____. Subject to the District's right to modify or amend this Notice of Sale, the final maturity of the Bonds shall be June 15, ____. The principal amount of any Bonds maturing or subject to mandatory sinking fund redemption in any year shall be in integral multiples of $5,000. No serial bonds may mature following the first mandatory sinking fund payment. The estimated principal amounts of the serial maturities or mandatory sinking fund payments (collectively, the "Principal Amounts") for the Bonds are shown below. Bidders for the Bonds must provide bids for all the Principal Amounts. The District may amend or modify this Notice of Sale and/or adjust the Principal Amounts as provided in this Notice of Sale.

**ESTIMATED MATURITY SCHEDULE**

<table>
<thead>
<tr>
<th>Maturity Date (June 15)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
Adjustment of Principal Amounts:

The principal amounts of the Bonds set forth in the Estimated Maturity Schedule reflect estimates of the District as to the likely interest rates of the winning bid and the original issue premium contained in the winning bid. The District reserves the right subsequent to receiving bids to change the Principal Amounts schedule set forth above by adjusting one or more principal payments in increments of $5,000; provided that the principal amount of the Bonds due in any year shall not be increased or decreased by more than 15%. Any such adjustment of Principal Amounts on the Bonds shall be based on the schedule of principal amounts provided by the District to be used as the basis of bids for the Bonds. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn. The bidder awarded the Bonds by the District shall not be permitted to withdraw its bid, change the interest rates in its bid or the reoffering prices in its Certificate Regarding Reoffering Prices as a result of any changes made to the Principal Amounts of the Bonds in accordance with this Notice of Sale.

The dollar amount bid for Bonds by the winning bidder(s) will be adjusted to reflect any such adjustment in the applicable amortization schedule. Any such adjustment will not change the average per Bond dollar amount of underwriter’s discount. Any such adjustment shall not result in the purchase price of the Bonds being less than [100.____]% . Any such adjustment will be communicated to the winning bidder within 24 hours after the opening of the bids.

Special Bidder’s Option:

The purchaser may elect to combine any number of consecutive maturities of Bonds for which an identical yield to maturity has been specified to comprise term bonds (“Term Bonds”) by indicating such an election on the bid form. The election to create term bonds in such manner will require the creation of a mandatory sinking fund so that the sinking fund redemption payments shall equal the principal amount of the corresponding serial bond maturities.

Optional Redemption:

(a) The Bonds maturing on or before [June 15, 20__], are not subject to redemption prior to their respective maturity dates. The Bonds maturing on or after [June 15, 20__], are subject to redemption 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 the following redemption prices (expressed as a percentage of the principal amount of Bonds called for redemption), plus interest accrued thereon to the date fixed for redemption:

<table>
<thead>
<tr>
<th>Redemption Period</th>
<th>Redemption Price</th>
</tr>
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<tbody>
<tr>
<td>[June 15, 20__ through June 14, 20__]</td>
<td>102%</td>
</tr>
<tr>
<td>[June 15, 20__ through June 14, 20__]</td>
<td>101</td>
</tr>
<tr>
<td>[June 15, 20__ and thereafter]</td>
<td>100</td>
</tr>
</tbody>
</table>
Mandatory Sinking Account Redemption.

Term Bonds, if any, are further subject to mandatory redemption prior to their stated maturity dates, on June 15 of each year for which a mandatory sinking account redemption is specified by the winning bidder, by lot within any maturity if less than all of such maturity to be redeemed, upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium, but only in amounts equal to, and in accordance with, the schedule of the principal amounts of the Bonds to be redeemed in each such year from mandatory sinking account redemption.

Selection of Bonds for Redemption:

Whenever provision is made in the Resolution for the redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Bond Registrar, upon written instruction from the District, shall select Refunding Bonds for redemption from such maturity dates as are selected by the District, and by lot within each such maturity in such manner as the Bond Registrar shall determine; provided, however, that the portion of any Refunding Bond to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple thereof.

Authority:

The Bonds will be issued pursuant to the Constitution and laws of the State of California. The issuance of the Bonds was authorized by the requisite approval of at least 55% of the qualified electors of the District voting at an election held on November 4, 2003 and the Resolution of the Board of Education of the District adopted on February 14, 2012.

Security:

Both principal of and interest on the Bonds are payable from an unlimited *ad valorem* tax levied against all of the taxable property (except certain personal property which is taxable at limited rates) in the District.
Legal Opinions:

Sidley Austin LLP has been retained by the District as Bond Counsel ("Bond Counsel") and in such capacity are to render an approving opinion upon the legality of the Bonds under California law and on the exemption of the interest income on such Bonds from federal and State of California income taxes. The Bonds are sold with the understanding that the purchaser will be furnished with an opinion of Bond Counsel entitling the purchaser to rely on the approving opinion of Sidley Austin LLP. The form of Bond Counsel’s opinion is set forth in Appendix B of the Preliminary Official Statement and the final Official Statement.

The purchaser will receive a disclosure opinion from Sidley Austin LLP as Disclosure Counsel ("Disclosure Counsel") regarding the Official Statement.

Tax Status:

In the opinion of Bond Counsel, under existing laws, interest on the Bonds is exempt from all present State of California personal income taxes, and assuming compliance with certain covenants made by the District and City and requirements of the Internal Revenue Code of 1986, as amended, interest on the Bonds is not includable in the gross income of the owners of the Bonds for federal income tax purposes, provided that such interest may be included in the calculation of federal alternative minimum taxable income. Should changes in the law cause Bond Counsel’s opinion to change prior to delivery of the Bonds to the purchaser, the purchaser will be relieved of its responsibility to purchase the Bonds, and in that event its Good Faith Deposit (defined below) will be returned.

TERMS OF SALE

Form of Bid:

Each bid for the Bonds must be: (1) for not less than all of the Bonds; (2) unconditional and (3) submitted (i) on the Official Bid Form attached as Exhibit A (the “Official Bid Form”) or (ii) electronically via Parity, in each case not later than [9:00 a.m.], Pacific Time, on the date of sale. For purposes of submitting all bids, the time as maintained on Parity shall constitute the official time.

Each bid, other than bids submitted electronically, must be enclosed in a separate sealed envelope addressed to the District and endorsed “Proposal for General Obligation Bonds (Series 2012).”

WARNINGS REGARDING ELECTRONIC BIDS: NEITHER THE DISTRICT, THE FINANCIAL ADVISOR, NOR BOND COUNSEL SHALL BE RESPONSIBLE FOR, AND THE BIDDER EXPRESSLY ASSUMES THE RISK FOR ANY INCOMPLETE, INACCURATE OR UNTIMELY BID SUBMITTED VIA PARITY BY SUCH BIDDER, INCLUDING, WITHOUT LIMITATION, BY REASON OF GARBLED TRANSMISSION, MECHANICAL FAILURE, ENGAGED TELEPHONE OR TELECOMMUNICATIONS LINES, OR ANY OTHER CAUSE ARISING FROM DELIVERY VIA PARITY.
All bids which are submitted electronically via Parity pursuant to the procedures described below shall be deemed to constitute a “Bid for Purchase of the Bonds” and shall be deemed to incorporate by reference all of the terms and conditions of this Notice of Sale. The submission of a bid electronically via Parity shall constitute and be deemed the bidder’s signature on the Official Bid Form.

Procedures Regarding Electronic Bidding: Bids may be submitted electronically via Parity in accordance with this Notice of Sale, until [9:00 A.M.], Pacific Time, [ ], 2012, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in Parity conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about Parity, potential bidders may contact the Financial Advisor at (415) 331-4473 or Parity at (212) 404-8107. In the event that a bid for the Bonds is submitted via Parity, the bidder further agrees that:

1. If a bid submitted electronically by Parity is accepted by the District, the terms of the Bid for Purchase of the Bonds and this Notice of Sale and the information that is electronically transmitted through Parity shall form a contract and the successful bidder shall be bound by the terms of such contract.

2. Parity is not an agent of the District, and the District shall have no liability whatsoever based on any bidder’s use of Parity, including but not limited to any failure by Parity to correctly or timely transmit information provided by the District or information provided by the bidder.

3. The District may choose to discontinue use of electronic bidding via Parity by issuing a notification to such effect via the News Services no later than 5:00 P.M. (Pacific Time) on the last business day prior to the date of sale.

4. Once the bids are communicated electronically via Parity to the District as described above, each bid will constitute a Bid for Purchase of the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale.

5. Each bidder choosing to bid electronically shall be solely responsible to make necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with this Notice of Sale. The District shall have no duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and nor shall the District be responsible for a bidder’s failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, Parity. The District is using Parity as a communication mechanism, and not as the District’s agent, to conduct the electronic bidding for the Bonds. By using Parity, each bidder agrees to hold the District harmless for any harm or damages caused to such bidder in connection with its use of Parity for bidding on the Bonds.

No bid received after the deadline shall be considered. In any case, each bid must be in accordance with the terms and conditions set forth in this official Notice of Sale.
Good Faith Deposit:

Except as otherwise provided below, a good faith deposit (the “Good Faith Deposit”) in the form of a certified, treasurer’s or cashier’s check drawn on a solvent commercial bank or trust company in the United States of America or a Financial Surety Bond issued by an insurance company licensed to issue such surety bond in the State of California, in the amount of $1,000,000 and made payable to the order of the City and County of San Francisco, to secure the District from any loss resulting from the failure of the bidder to comply with the terms of its bid, is required for any bid to be accepted. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, such surety bond must be submitted to the District or its Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Good Faith Deposit is guaranteed by such Financial Surety Bond. If the winning bidder on the Bonds is determined to be a bidder utilizing a Financial Surety Bond, then that bidder is required to submit its Good Faith Deposit to the City in the form of a cashier’s check (or wire transfer such amount as instructed by the District or its Financial Advisors) not later than 10:00 a.m. (City’s local time) on the next business day following the bid opening. If such Good Faith Deposit is not received by that time, the Financial Surety Bond may be drawn by the District to satisfy the Good Faith Deposit requirement. If the apparent winning bidder on the Bonds is determined to be a bidder who has not submitted a Good Faith Deposit, in the form of a Financial Surety Bond or check, as provided above, the Financial Advisor will request the apparent winning bidder to immediately wire the Good Faith Deposit and provide the Federal wire reference number of such Good Faith Deposit to the Financial Advisor within 90 minutes of such request by the Financial Advisor. The Bonds will not be officially awarded to a bidder who has not submitted a Good Faith Deposit in the form of a Financial Surety Bond or check, as provided above, until such time as the bidder has provided a Federal wire reference number for the Good Faith Deposit to the Financial Advisor.

No interest on the Good Faith Deposit will accrue to any bidder. The City will deposit the Good Faith Deposit of the winning bidder. The Good Faith Deposit (without accruing interest) of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to honor its accepted bid, the Good Faith Deposit plus any interest accrued on the Good Faith Deposit will be retained by the City for the benefit of the District. Any investment income earned on the Good Faith Deposit will be paid to the successful bidder in the event the District is unable to deliver the Bonds. Good Faith Deposits accompanying bids other than the bid which is accepted will be returned promptly upon the determination of the best bidder.

Good Faith Deposit wire transfers should be directed as follows:

[INSERT WIRE INSTRUCTIONS]

Right of Rejection:

The District reserves the right in its discretion to reject any and all bids received and to waive any irregularity or informality in the bids, except that the time for receiving bids shall be of the essence. Should all bids for the Bonds be rejected on the initial sale date at ___ A.M. Pacific Time, the District reserves the right to accept bids again for the Bonds as announced through the News Services.
Minimum Bid:

No bid will be accepted that does not offer a bid price of at least [100. ___]% for the Bonds (whether or not said bid price is adjusted pursuant to “Adjustment of Principal Amounts”). The bid price of the Bonds shall not include any amounts to be used to pay customary underwriting costs.

Basis of Award and Delivery:

Unless all bids are rejected, the Bonds will be awarded to the bidder whose proposal results in the lowest true interest cost (“TIC”) to the District, which TIC may not exceed 7%. The TIC will be that nominal interest rate which, when compounded semiannually and applied to discount all payments of principal and interest payable on the Bonds to the date of the Bonds, results in an amount equal to the principal amount of such Bonds plus the amount of any premium bid. For the purpose of calculating the TIC, mandatory sinking fund payments for any Term Bonds specified by each bidder will be treated as Bonds maturing on the dates of such mandatory sinking fund payments. In the event that two or more bidders offer bids for the Bonds at the same lowest TIC, the bidder who submitted the first bid (as determined by Parity) will be awarded the Bonds. Bid evaluations or rankings made by Parity are not binding on the District.

Upon payment for the Bonds in immediately available funds, delivery of the Bonds will be made to the purchaser through DTC at the offices of Sidley Austin LLP, 555 California Street, San Francisco, California 94104 on or about , 2012 (the “Closing”), or at the purchaser’s request and expense, at any other place mutually agreeable to both the District and the purchaser.

Estimate of True Interest Cost:

Each bidder is requested, but not required, to state in its Official Bid Form the true interest cost of its bid to the District, which shall be considered as informative only and neither conclusive nor binding on either the bidder or the District.

Prompt Award:

The District, acting through its Chief Financial Officer, or the designee of such officer, will take action awarding the Bonds or rejecting all bids not later than 26 hours after the expiration of the time herein prescribed for the receipt of proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

Certificate Regarding Reoffering Prices:

Not later than one hour after receiving the verbal award, the successful bidder for a the Bonds must submit to the District and to Bond Counsel a certificate specifying for each maturity the reoffering price at which at least 10% of the Bonds of such maturity were first sold (or the price at which all of the Bonds awarded to the successful bidder were offered in a bona fide public offering and as of the date of award of such Bonds to the successful bidder reasonably expected to be sold) to the public. Sales of Bonds to other securities brokers or dealers will not be considered sales to the general public. Such certificate shall be in form attached hereto as
Schedule II. Any requests for changes to such certificate must be submitted to Bond Counsel by the close of business on ______________, 2012.

CLOSING PROCEDURES AND DOCUMENTS

Registration of Bonds as to Principal and Interest and Place of Payment:

The Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the denominations of $5,000 and integral multiples thereof. Purchasers will not receive physical certificates representing their interest in the Bonds purchased. Principal, premium, if any, and interest are payable in lawful money of the United States of America at the office of the Bond Registrar, to DTC, which in turn will remit such amounts to the beneficial owners of the Bonds through DTC's Participants, as described in the Preliminary Official Statement. The successful bidder will be required to pay any DTC fees to DTC directly.

CUSIP Numbers:

CUSIP numbers will be applied for by the purchaser and will be printed on the Bonds and the cost of service bureau assignment will be the purchaser's responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Bonds.

California Debt and Investment Advisory Commission and DTC:

The successful bidder will be required, pursuant to State law, to pay any fees to the California Debt and Investment Advisory Commission ("CDIAC") and will also be required to pay all fees of DTC. CDIAC will separately invoice the successful bidder for its fees.

No Litigation and Tax Certificates:

At Closing, the District will execute and deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Bonds. The District will also execute and deliver the Tax Certificate covering its reasonable expectations concerning the Bonds and the use of proceeds thereof.

Continuing Disclosure Agreement:

In order to assist bidders in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), the District will undertake, pursuant to a Continuing Disclosure Agreement, to provide certain annual financial information and notices of the occurrence of certain enumerated events. A form of the Continuing Disclosure Agreement is set forth in APPENDIX E in the Preliminary Official Statement and will also be set forth in APPENDIX E in the final Official Statement.
Official Statement:

The District will make available a Preliminary Official Statement relating to the Bonds, an electronic copy of which, along with related documents, will be furnished upon request made either by mail to the Financial Advisor, Tamalpais Advisors, Inc., 3030 Bridgeway, Suite 340, Sausalito, California 94965, or telephoned to said advisor at (415) 331-4473. Such Preliminary Official Statement, together with any supplements thereto, shall be in form “deemed final” by the District for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final official statement (the “Official Statement”). The District agrees to provide a reasonable number of copies of the Official Statement to the winning bidder of the Bonds at the District’s expense within seven business days of the date of sale. The District shall deliver, at closing, a certificate, executed by appropriate officers of the District acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of circumstances under which they were made not misleading.

By making a bid for the Bonds, the successful bidder agrees (1) to disseminate to all members of the underwriting syndicate copies of the final Official Statement, including any supplements prepared by the District, (2) to promptly file a copy of the final Official Statement, including any supplements prepared by the District, with the Municipal Securities Rulemaking Board, and (3) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules, rules of the Municipal Securities Rulemaking Board governing the offering, sale and delivery of the Bonds to ultimate purchasers, and all other local jurisdictional rules governing the offering, sale and delivery of the Bonds.

Dated: ____________, 2012

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____________________________
    Joseph C. Grazioli
    Chief Financial Officer
OFFICIAL BID FORM

$___________

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA),
2012 GENERAL OBLIGATION REFUNDING BONDS
(Book-Entry Only)

_______, 2012

San Francisco Unified School District
135 Van Ness Avenue
San Francisco, California 94102
Attn: Mr. Joseph Grazioli

Ladies and Gentlemen:

We, the undersigned, ____________________________, (name of firm)

are considering submission of a bid on behalf of ourselves and others for the San Francisco Unified School District (City and County of San Francisco, California) 2012 General Obligation Refunding Bonds (the “Bonds”). We have received and reviewed the Official Notice of Sale dated ______, 2012 for the Bonds (the “Notice of Sale”) and the Official Bid Form related thereto. We acknowledge that we have received and reviewed the Preliminary Official Statement, which describes the Bonds and provides certain information on the San Francisco Unified School District (the “District”). We offer to purchase all of the above-captioned Bonds, more particularly described in your Notice of Sale, which is incorporated herein by reference, and made a part hereof, at a purchase price of par plus a premium of _____________ (which purchase price is not less than 100.__% of the principal amount of the Bonds).
This offer is for the Bonds bearing interest at the rates set forth below:

<table>
<thead>
<tr>
<th>Bonds</th>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Maturity</td>
<td>Principal</td>
<td>Interest</td>
<td>Maturity</td>
<td>Principal</td>
<td>Interest</td>
</tr>
<tr>
<td>June 15</td>
<td>Amount</td>
<td>Rate</td>
<td>June 15</td>
<td>Amount</td>
<td>Rate</td>
</tr>
</tbody>
</table>

This bid is subject to acceptance not later than 26 hours after the expiration of the time established for the final receipt of bids.

Our calculation of the true interest cost, which is considered to be informative only and not a part of the bid, is ________ %.

With this bid we are providing to the District a good faith deposit in the amount of $1,000,000 in the form of a:

Check one:

___ surety bond

___ cashier's check or corporate check

We have noted that payment of the purchase price is to be made in immediately available federal funds at the time of delivery of the Bonds. If we are the successful bidder, we will within one hour after being notified of the award of the Bonds, (1) advise the District of the initial public offering prices of the Bonds and (2) furnish a certificate, acceptable to the District, as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

We represent that we have full and complete authority to submit this bid on behalf of our bidding syndicate and that the undersigned will serve as the lead manager for the group if the Bonds are awarded pursuant to this bid. I certify (or declare) under penalty of perjury under the laws of the State of California that this proposal is genuine, and not a sham or collusion, nor made in the interest of or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
Listed below are the members of our account on whose behalf this bid is made.

Respectfully submitted,

Account Manager

By

Address

City

State

Telephone
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(City and County of San Francisco, California)
2012 General Obligation Refunding Bonds

FORM OF CERTIFICATE AS TO ISSUE PRICE OF PORTION OF BONDS

This Certificate is furnished by ______________________, as Original Purchaser (the “Original Purchaser”) of $________ aggregate principal amount of “San Francisco Unified School District, (City and County of San Francisco, California) 2012 General Obligation Refunding Bonds” (the “Bonds”), to establish the initial offering price of said portion of the Bonds for purposes of determining the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the “Code”).

THE ORIGINAL PURCHASER DOES HEREBY CERTIFY as follows:

1. The Original Purchaser made a bona fide offering, beginning on ________, 2012, the date on which the Original Purchaser agreed to purchase the Bonds (the “Sale Date”), of all of the Bonds of each maturity to the General Public (hereinafter defined) at their respective initial offering prices, as set forth in Exhibit A hereto (each, an “Initial Public Offering Price”), and reasonably expected on the Sale Date to sell the Bonds of each maturity to the General Public at their respective Initial Public Offering Prices.

2. The aggregate of the Initial Public Offering Prices is $________ (representing $________ aggregate principal amount of the Bonds, [plus] [minus] [net] original issue [premium] [discount] of $_________).

3. [Except for Bonds maturing on ____________, 20__, ____________, 20__, and ____________, 20__ (the “Undersold Bonds”), with] [With] respect to each maturity of the Bonds, the Original Purchaser first sold for cash at least 10% of the aggregate principal amount of the Bonds to the General Public at their Initial Public Offering Price.

[4.] With respect to [each maturity of] the Undersold Bonds, despite the reasonable expectation of the Original Purchaser to sell the Bonds at their [respective] Initial Public Offering Price[s], the Original Purchaser did not sell at least 10% of the Bonds [of the maturity] to the General Public at their [respective] Initial Public Offering Price[s]. [PROVIDE EXPLANATION].

[4.] [5.] For purposes of this Certificate, the term “General Public” excludes bond houses, brokers and similar persons or organizations acting in the capacity of underwriters or wholesalers.

* Preliminary, subject to change.

2 For any maturity of Undersold Bonds, the successful bidder will be required to supply an explanation, satisfactory to the issuer, as to why the successful bidder did not sell at least 10% of each such maturity.
Nothing herein represents the Original Purchaser’s interpretation of any laws, and in particular, regulations under Section 148 of the Code.

Dated: ________, 2012

[NAME OF ORIGINAL PURCHASER]

By: ____________________________

[NAME]

[TITLE]
EXHIBIT A TO REOFFERING PRICE CERTIFICATE

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>(June 15)</td>
<td></td>
<td></td>
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</table>

* Stated as a percentage of par.
EXHIBIT B
FORM OF BOND PURCHASE AGREEMENT
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(City and County of San Francisco, California)
2012 General Obligation Refunding Bonds

BOND PURCHASE AGREEMENT

_______, 2012

San Francisco Unified School District
c/o Chief Financial Officer
135 Van Ness Avenue
San Francisco, California 94102-5207

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.

SECTION 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) General Obligation Refunding 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 June 15 and December 15, commencing [June 15, 2012].

(b) The Underwriters shall purchase the Bonds at a price of $_________ (the “Purchase Price”) (which represents the aggregate principal amount of the Bonds, plus net original issue premium of $__________, and less an Underwriters’ discount in the amount of $__________).

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

B-2
SECTION 2. The Bonds.

(a) The Bonds shall be dated their date of delivery, shall bear interest at the rate, shall mature in the years and amounts and shall have the redemption provisions as set forth in Exhibit A hereto. 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, Section 53550 et seq. of the California Government Code 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 February ___ , 2012 which authorizes the issuance of the Bonds and certain related documents and actions (the “Resolution”). A portion of the proceeds of the Bonds will be deposited into an escrow fund or escrow funds established pursuant to an Escrow Agreement, dated as of __________, 2012 (the “Escrow Agreement”), by and between the District and Wells Fargo Bank, National Association, as escrow agent (the “Escrow Agent”) for the bonds of the District to be refunded as specified in Exhibit B hereto (the “Prior Bonds”), for the benefit of the owners of the Prior Bonds, to refund and defease the Prior Bonds.

(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 City Treasurer and payable in immediately available funds, for the account of the District, the amount of $________, 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 City pending Closing (except as provided below), although the proceeds thereof may be invested by the City 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 direct the City 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").

SECTION 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), the Escrow Agreement 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.

SECTION 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 _______, 2012 (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.
SECTION 6. Closing.

(a) At 8:00 a.m., California Time, on , 2012, 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 Chief Financial Officer 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.

SECTION 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, the Escrow Agreement and the Continuing Disclosure Agreement (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 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

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gross income for federal income tax purposes or the exemption of the interest paid on the Bonds from State personal income taxation;

(g) Between the date hereof and the Closing, without the prior written consent of the Underwriters, the District will not have issued in the name of the District any bonds, notes or other obligations for borrowed money except for such borrowing as may be described in or contemplated by the Official Statement;

(h) The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon;

(i) The Preliminary Official Statement was as of its date and as of the date hereof (excluding information permitted to be omitted pursuant to Rule 15c2-12), and the Official Statement is, and at all times subsequent to the date 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 date of the delivery of the Official Statement, as amended) up to and including the Closing (in each case excluding therefrom any statements and information contained therein relating to DTC or its book-entry only system and any information provided by the Underwriters in writing for inclusion therein) will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement (in each case excluding therefrom any statements and information contained therein relating to DTC or its book-entry only system and any information provided by the Underwriters in writing for inclusion therein) contain, and up to and including the Closing will contain, no untrue statement of any material fact and do not, and up to and including the Closing will not, 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. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of the District since the date of the Official Statement;

(j) To assist the Underwriters in complying with Rule 15c2-12, the District will undertake, pursuant to the Resolution and the Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will be set forth in the Official Statement. Except as disclosed in the Preliminary Official Statement, the District has never failed to comply with any prior disclosure undertakings pursuant to Rule 15c2-12;

(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 therefrom any statements and information contained therein relating to DTC or its book-entry only system and any information provided by the Underwriters in writing for inclusion therein) 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, 2011 (selected information from which is included as Appendix C 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.

SECTION 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 agreement dated the date of Closing (the "Continuing Disclosure Agreement").

SECTION 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).

SECTION 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), 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:

(i) 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:

(a) 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

(b) 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;

(ii) 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;

(iii) 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;
(iv) 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;

(v) 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;

(vi) 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;

(vii) 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

(viii) 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:

(i) 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 B to the Official Statement;
(ii) A reliance letter from Bond Counsel to the effect that the Underwriters may rely upon the approving opinion of Bond Counsel described in E.(I) above;

(iii) 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:

(a) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Agreement 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 (provided that no opinion need be expressed with respect to any indemnification or contribution provisions contained in such agreements);

(b) 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” (excluding the statements and information under the heading entitled “–Book-Entry Only System”); “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – General”; “TAX MATTERS” and “APPENDIX B – 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

(c) 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;

(d) upon the deposit of cash and certain proceeds of the Bonds into the escrow funds established under the Escrow Agreement as provided in the resolutions pursuant to which the Prior Bonds were issued, and the investment of money and securities in accordance with the provisions of the Escrow Agreement, the Prior Bonds will have been satisfied and discharged and are no longer outstanding under said resolutions. In rendering this opinion, Bond Counsel will rely on the verification report of Causey, Demgen & Moore, Inc. (the “Verification
Report") as to the mathematical accuracy of the schedules with respect to the sufficiency of the escrow funds established to pay the Prior Bonds and will not independently verify the accuracy of the information contained in the Verification Report;

(iv) The Escrow Agreement, executed by the parties thereto;

(v) The Verification Report;

(vi) 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 Escrow Agreement, the Official Statement and the Continuing Disclosure Agreement, (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 Escrow Agreement, the Continuing Disclosure Agreement 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;

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

(viii) 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 "APPENDIX F – EXCERPTS FROM THE CITY AND COUNTY OF SAN FRANCISCO INVESTMENT PORTFOLIO REPORT" 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;

(ix) 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;

(x) A certificate of the Escrow Agent, or its agent, as applicable, dated the date of the Closing, signed by a duly authorized officer of the Escrow Agent, or its agent, as applicable, and in form and substance satisfactory to the Underwriters;

(xi) A tax certificate of the District in form satisfactory to Bond Counsel with respect to the Bonds;

(xii) 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;

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

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

(b) 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;

(c) 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, the Escrow Agreement or the Continuing Disclosure Agreement;

(d) 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

(e) the Preliminary Official Statement and the Official Statement has been duly approved by the District; and

(f) nothing has come to such counsel’s attention that would cause such counsel to believe that the information in the Preliminary Official Statement (excluding therefrom any financial, statistical or demographic information and any statements and information contained therein relating to DTC or its book-entry only system) 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 (excluding therefrom any financial, statistical or demographic information and any statements and information contained therein relating to DTC or its book-entry only system) 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;

(xiv) The opinion of _______, counsel for the Underwriters (“Underwriters’ Counsel”), dated the date of Closing and addressed to the Underwriters, satisfactory in form and substance to the Underwriters;

(xv) The opinion of Disclosure Counsel substantially in the form attached hereto as Exhibit C, subject to the satisfaction of the Underwriters, dated the date of Closing and addressed to the District and the Underwriters;

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

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

(b) 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;

(xvii) A certificate, together with a fully executed copy of the resolution of the Board of Supervisors of the City, adopted on _______, 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:

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

(xviii) 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; and

(xix) 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.

SECTION 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.

SECTION 12. Expenses. The District shall be responsible for paying, through Wells Fargo Bank, N.A., as costs administrator, 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, Disclosure Counsel and Financial Advisor; (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 otherwise unable to fulfill their obligations set forth in this Purchase Agreement, the District shall reimburse the Underwriters for all of the foregoing expenses.

SECTION 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 Chief Financial Officer of the San Francisco Unified School District, 135 Van Ness Avenue, San Francisco, California 94102-5207, or if to the Underwriters, to __________, Attention: __________.

SECTION 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.

SECTION 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.

SECTION 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.
SECTION 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,

[Signature], on its own behalf and as Representative of the Underwriters

By: ____________________________
Name: __________________________
Title: __________________________

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

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: ____________________________
Chief Financial Officer
EXHIBIT A

MATURITY SCHEDULE AND REDEMPTION PROVISIONS

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(City and County of San Francisco, California)
2012 General Obligation Refunding Bonds

<table>
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<tr>
<th>Maturity (June 15)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Yield %</th>
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* Yield to first optional call.

REDEMPTION PROVISIONS

The Bonds maturing on or before June 15, 20__, are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after June 15, 20__, are subject to redemption prior to their fixed maturity dates, at the option of the District, from any source of funds, in 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 the Bonds called for redemption, together with accrued interest, if any, to the redemption date, without premium.

If less than all outstanding Bonds are to be redeemed, the Bond Registrar, upon written instruction from the District, shall select the Bonds for redemption from such maturity dates as are selected by the District, and by lot within each such maturity 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.
EXHIBIT B

PRIOR BONDS TO BE REFUNDED
EXHIBIT C

FORM OF OPINION OF DISCLOSURE COUNSEL

____________________, 2012

San Francisco Unified School District
San Francisco, California

as Series ___ Underwriter and as
representative of the Series ___ Underwriters
Los Angeles, California

$____________________
San Francisco Unified School District
(City and County of San Francisco, California)
2012 General Obligation Refunding Bonds

Ladies and Gentlemen:

We have acted as disclosure counsel to San Francisco Unified School District (the “District”) in connection with the sale by the District of its: (i) (Proposition A, Election of 2011) General Obligation Bonds, Series A (2012) (the “Series A Bonds”), pursuant to a Bond Purchase Agreement, dated _________, 2012 (the “Series A Purchase Agreement”), between the District and _________ (the “Series A Underwriter”); and (ii) 2012 General Obligation Refunding Bonds (the “Refunding Bonds” and, together with the Series A Bonds, the “Bonds”), pursuant to a Bond Purchase Agreement, dated _________, 2012 (the “Refunding Purchase Agreement”) and, together with the Series A Purchase Agreement, the “Purchase Agreements”), between the District and _________, as representative of the underwriters named in the Refunding Purchase Agreement (collectively, the “Refunding Underwriters” and, together with the Series A Underwriter, the “Underwriters”). We are delivering this letter to you at the request of the District pursuant to Section 10(E)(12) of each of the Purchase Agreements.

The District’s Preliminary Official Statement, dated _________, 2012, in the form set forth at _________ at _________, California time, on _________, 2012, is hereinafter called the “Preliminary Official Statement.” The District’s Official Statement, dated _________, 2012, in the form examined by us at the delivery of the Bonds, is hereinafter referred to as the “Official Statement.” Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Official Statement.

The Bonds are issued under the provisions of Article XIII A of the Constitution of the State and, with respect to the Series A Bonds, Title 1, Division 1, Part 10, Chapters 1 and 1.5 of the Education Code of the State (commencing at Section 15100) and, with respect to the Refunding Bonds, Section 53550 et seq. of the California Government Code and, with respect to all of the Bonds, pursuant to a resolution of the Board of Education of the District adopted on
February ____, 2012 (the "Resolution"), and, with respect to the Series A Bonds, a resolution of the Board of Supervisors of the City and County of San Francisco adopted on January 24, 2012. At an election held on November 8, 2011, more than 55% of the votes cast by eligible voters within the District authorized the District to issue up to $531,000,000 principal amount of general obligation bonds (the "Proposition A Authorization"). The Series A Bonds represent the first series of bonds issued under the Proposition A Authorization.

To assist us in our participation with others in the District’s preparation of its Preliminary Official Statement and Official Statement, we held discussions with, among others, representatives of the District, the City and County of San Francisco, and Tamalpais Advisors, Inc., as financial advisor to the District, and received from such parties various documents, written reports, financial statements and other material. The statements made and the information contained in portions of the Preliminary Official Statement and the Official Statement and, in particular, those in each of such documents under the caption “LEGAL MATTERS – No Litigation” and in Appendix A - “DISTRICT FINANCIAL AND DEMOGRAPHIC INFORMATION,” were on numerous occasions reviewed for their accuracy, completeness and materiality by responsible representatives of the District, and such representatives have certified or opined as of the date hereof as to the accuracy and completeness of such portions of the Preliminary Official Statement or Official Statement. As we do not serve as general counsel to the District and otherwise would not have any direct knowledge of such statements and information, we have relied upon such certifications and opinions of or information provided by such District representatives, without any independent investigation of such matters. In addition, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments and records, and have made such investigation of law, as we have considered necessary or appropriate for the purpose of this opinion, and we have assumed, but have not independently verified, that the signatures on all documents, certificates and opinions that we have reviewed are genuine. In our examination, we have assumed, but have not independently verified, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies or by facsimile or other means of electronic transmission or which we obtained from sites on the internet, and the authenticity of the originals of such latter documents. As to facts and certain other matters and the consequences thereof relevant to the opinions expressed herein and the other statements made herein, we have relied without independent investigation or verification upon, and assumed the accuracy and completeness of, (a) certificates, letters (including opinion letters), and oral and written statements and representations of public officials, officers and other representatives of the District and the City and County of San Francisco, counsel for the District, and others, and (b) the representations and warranties in the Purchase Agreement.

In delivering this letter, we are not expressing any view on the validity or accuracy of documents, certificates or opinions we have examined.

We have advised the District as to its responsibilities under and as to the application to its circumstances as represented to us of applicable laws, rules and other pronouncements of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, and judicial decisions, including particularly those relating to the materiality of factual disclosures in municipal and other securities offerings. We have considered the types of representations contained in offering documents distributed by other issuers, including states, localities and
authorities, to the extent that we deem them relevant to the District. Because the primary purpose of our professional engagement was not to establish factual matters and because of the wholly or partially nonlegal character of many determinations involved in the preparation of the Preliminary Official Statement and Official Statement, we do not pass upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any of such statements.

We did not participate in the preparation of the appendices to the Preliminary Official Statement and Official Statement captioned “APPENDIX C – EXCERPTS FROM FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2011,” “APPENDIX D – BOOK-ENTRY ONLY SYSTEM,” and “APPENDIX F – EXCERPTS FROM THE CITY AND COUNTY OF SAN FRANCISCO INVESTMENT PORTFOLIO REPORT,” and we express no view thereon, nor on any other reports, financial or statistical data and forecasts, financial statements, numbers, estimates, assumptions or expressions of opinion in or incorporated by reference in the Preliminary Official Statement or Official Statement or any information concerning The Depository Trust Company, New York, New York or the book-entry system contained or incorporated by reference therein.

Based upon and subject to the foregoing and the qualifications respecting the scope and nature of our engagement, we advise you that, during the course of our representation of the District as disclosure counsel on this matter, no facts came to the attention of the attorneys in our firm rendering legal services in connection with such representation that caused us to believe that:

1. the Preliminary Official Statement (excluding, with your permission, portions identified in the preceding paragraph), as of the date thereof, contained any untrue statement of a material fact or omitted 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

2. the Official Statement (excluding, with your permission, portions identified in the preceding paragraph), as of the date thereof and as of the date hereof, contained or contains any untrue statement of a material fact or omitted 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.

This opinion is issued as of the date hereof, and we assume no obligation to update or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention with respect to the statements expressed above, including any changes in applicable law that may hereafter occur.

This letter refers only to the Bonds as delivered to the respective Underwriters, and no view is expressed as to any offering by the Underwriters or others of derivative instruments with investment characteristics not identical to those of the Bonds.

The opinions expressed and the statements made herein are expressed and made as of the time of closing of the sale of the Bonds to the respective Underwriters on the date hereof. Such opinions and statements may be adversely affected by actions taken or events occurring, including a change in law, regulation or ruling (or in the application or official interpretation of any law, regulation or ruling) after such time. We have not undertaken to determine, or to
inform any person, whether such actions are taken or such events occur, and we have no obligation to update this letter in light of such actions or events or for any other reason. Our engagement with respect to this matter has terminated as of the date hereof.

We are not expressing any opinion or advice with respect to the authorization, execution, delivery or validity of the Bonds, or the exclusion from gross income for federal, State or local income tax purposes of interest on the Bonds.

This letter is being delivered to you solely for your benefit and may not be used, circulated, quoted, otherwise referred to for any other purpose, or relied upon by anyone else (including, but not limited to, any person who acquires any Bonds from the Underwriters) without our prior written consent, except that reference may be made to it in any list of closing documents pertaining to the issuance of the Bonds. No attorney-client relationship exists or has existed between our firm and any of the Underwriters in connection with the issuance and sale of the Bonds, and none is created by virtue of this opinion. This opinion is not intended to and may not be relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed.

Respectfully submitted,
# Exhibit C

## Costs of Issuance

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Counsel: Sidley Austin - Fee</td>
<td>$28,500.00</td>
</tr>
<tr>
<td>Disclosure Counsel: Sidley Austin - Fee</td>
<td>400.00</td>
</tr>
<tr>
<td>Paying Agent (City and County of SF Treasurer's Office)</td>
<td>13,070.54</td>
</tr>
<tr>
<td>City's Office of Public Finance</td>
<td>7,842.32</td>
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<tr>
<td>City Controller's Office</td>
<td>13,070.54</td>
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<tr>
<td>Costs Administrator</td>
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<tr>
<td>Dissemination Fee (DAC's fees)</td>
<td>1,307.05</td>
</tr>
<tr>
<td>Printing/Mailing of POS and OS</td>
<td>1,829.88</td>
</tr>
<tr>
<td>S&amp; P Rating Fee</td>
<td>29,408.71</td>
</tr>
<tr>
<td>Moody's Rating Fee</td>
<td>47,053.94</td>
</tr>
<tr>
<td>Financial Advisory Fee: Tamalpais Advisors, Inc.</td>
<td>22,000.00</td>
</tr>
<tr>
<td>Financial Advisor's Disbursements</td>
<td>1,777.59</td>
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<tr>
<td>Investment Advisory Fee</td>
<td>10,000.00</td>
</tr>
<tr>
<td>Arbitrage Rebate Reports</td>
<td>4,000.00</td>
</tr>
<tr>
<td>Verification Agent: Causey, Demgen &amp; Moore, Inc.</td>
<td>1,740.00</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>2,614.11</td>
</tr>
<tr>
<td><strong>All Costs</strong></td>
<td><strong>$185,114.68</strong></td>
</tr>
</tbody>
</table>

C-1
EXHIBIT D

FORM OF NOTICE OF INTENTION TO SELL BONDS

$ *

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(City and County of San Francisco, California)
2012 General Obligation Refunding Bonds

NOTICE IS HEREBY GIVEN that the San Francisco Unified School District (the “District”), intends to offer for public sale on ________, 2012, $________ * aggregate principal amount of general obligation bonds of the District designated “San Francisco Unified School District, (City and County of San Francisco, California) 2012 General Obligation Refunding Bonds” (the “Bonds”). The District intends to accept bids for the Bonds at [9:00 a.m.], Pacific Time, via sealed bids or via the Ipreo LLC’s BiDCOMP™/PARITY® System (“Parity”).

Within 26 hours of receipt of the bids, the Chief Financial Officer of the District, or his designee, will consider the bids received and, if an acceptable bid is received, award the sale of the Bonds on the basis of the lowest true interest cost so long as (i) the aggregate principal amount of Bonds does not exceed $________ and (ii) the lowest true interest cost does not exceed 7%. In the event that no bid is awarded, the District will reschedule the sale to another date or time by providing notification through The Bond Buyer Wire, Thomson Financial (TM3) and/or Parity (the “News Services”). The District reserves the right to change the time or postpone the date of the sale to any other time or date by providing notification through the News Services.

NOTICE IS HEREBY FURTHER GIVEN that the Bonds will be offered for public sale subject to the terms and conditions of a Notice of Sale. A Preliminary Official Statement (which includes the Notice of Sale) will be available on or about ________, 2012 upon request to Tamalpais Advisors, Inc., 3030 Bridgeway, Suite 340, Sausalito, CA 94965, (415) 331-4473, the financial advisor to the District for the Bonds.

Dated: __________, 2012

By: ____________________________

Joseph C. Grazioli
Chief Financial Officer

* Preliminary, subject to change.
EXHIBIT E
(Form of Refunding Bond)

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA)
2012 GENERAL OBLIGATION REFUNDING BOND

INTEREST RATE: MATURITY DATE: DATED: CUSIP NO:
% per annum _______ 15, ___ _________, 2012

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 June 15 and December 15 of each year, commencing _____ 15, 2012 (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 15th 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 _____, 2012, 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 a series of $_________ of bonds issued by the District pursuant to Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”) for the purpose of refunding a portion of certain outstanding general obligation bonds of the District and to pay all necessary legal, financial and contingent costs in connection therewith. The bonds are being issued under the authority of and pursuant to the Act, the laws of the State of
California, and the resolution of the Board of Education of the District adopted on ________, 2012 (the “Bond Resolution”). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of ad valorem 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 tax 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.

The Bonds shall be subject to redemption prior to their respective stated maturity dates at the option of the District, as provided below. The Bonds maturing on or before [June 15, 20__], are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after [June 15, 20__], are subject to redemption 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 the following redemption prices (expressed as a percentage of the principal amount of Bonds called for redemption), plus interest accrued thereon to the date fixed for redemption:

<table>
<thead>
<tr>
<th>Redemption Period</th>
<th>Redemption Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>[June 15, 20__ through June 14, 20__]</td>
<td>102%</td>
</tr>
<tr>
<td>[June 15, 20__ through June 14, 20__]</td>
<td>101</td>
</tr>
<tr>
<td>[June 15, 20__ and thereafter]</td>
<td>100</td>
</tr>
</tbody>
</table>

[This Bond is also subject to mandatory sinking fund redemption in the amounts set forth below, prior to its stated maturity, in part (by lot), on each June 15, in the years 20__ through 20__, inclusive, 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:

[Schedule of sinking fund payments]

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 \textit{ad valorem} 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 F

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement"), dated as of __________, 2012, is executed and delivered by San Francisco Unified School District (the "Issuer" or the "District") 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 2011) General Obligation Bonds, Series A (2012) (the "Series A Bonds") and the San Francisco Unified School District (City and County of San Francisco, California) 2012 General Obligation Refunding Bonds (the "Refunding Bonds" and, together with the Series A 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").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

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 2(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(b) 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(a) 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, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB 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 Issuer'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.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“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, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“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.

“Notice Event” means any event listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“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, if any, 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 Event Disclosure” means information of the category specified in any of subsections (e)(vi)(I) through (e)(vi)(II) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(I) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

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, 2012. 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 Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event 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 without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Final Official Statement, and the Audited Financial Statements shall be filed in the same manner as the Annual Report when they become available.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of 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 Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"
2. "Non-Payment related defaults," if material;
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, Internal Revenue Service notices or events affecting the tax status of the Bonds;"
7. "Modifications to rights of Bond holders," if material;
8. "Bond calls," if material;
9. "Defeasances;"
10. "Release, substitution, or sale of property securing repayment of the Bonds," if material;
11. "Ratings changes;"
12. "Tender offers;"
13. "Bankruptcy, insolvency, receivership or similar event of the District;"
14. "Merger, consolidation, or acquisition of the District," if material;
15. "Appointment of a successor or additional trustee, or the change of name of a trustee," if material;

(v) upon the occurrence of a Failure to File Event as described in Section 2(b)(ii) or 2(c) of this Disclosure Agreement, promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"
2. "change in obligated person;"
3. "notice to investors pursuant to bond documents;"
4. "certain communications from the Internal Revenue Service;"
5. "secondary market purchases;"
6. "bid for auction rate or other securities;"
7. "capital or other financing plan;"
8. "litigation/enforcement action;"
9. "change of tender agent, remarketing agent, or other on-going party;"
10. "derivative or other similar transaction;" and
11. "other event-based disclosures;"

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"
2. "change in fiscal year/timing of annual disclosure;"
3. "change in accounting standard;"
4. "interim/additional financial information/operating data;"
5. "budget;"
6. "investment/debt/financial policy;"
7. "information provided to rating agency, credit/liquidity provider or other third party;"
8. "consultant reports;" and
9. "other financial/operating data."

(viii) 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.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the
same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) 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.

(b) To the extent not included in the Audited Financial Statements of the Issuer, the Annual Report shall also include the following Annual Financial Information.

(i) District average daily attendance.
(ii) Issuer outstanding debt.
(iii) Information regarding total assessed valuation of taxable properties within the Issuer, if and to the extent provided to the Issuer.
(iv) Information regarding total secured tax charges and delinquencies on taxable properties within the Issuer, if and to the extent provided to the Issuer.
(v) Information regarding total assessed valuation and parcels by land use.
(vi) Information regarding the assessed valuation per parcel of single family homes.
(vii) Information regarding the largest local secured taxpayers.
(viii) Adopted general fund budget of the District and any amendments for the current fiscal year through the Annual Filing Date.

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.

The descriptions contained in clause (b) above of financial information and operating data to be included in the Annual Report are of general categories or types of financial information and operating data. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, or due to changes in accounting practices, legislative or organizational changes, a statement to that effect shall be provided in lieu of such information. Comparable information shall be provided if available.

SECTION 4. Reporting of Notice Events.

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
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, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the District;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

The District shall, in a timely manner not in excess of 10 business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the District desires to make, contain the written authorization of the District for the Disclosure Dissemination Agent to disseminate such information, and identify the date the District desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(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 will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the
Issuer determines that a Notice Event has occurred) 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) of this Section 4, together with a Certification and 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 identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information, provided that such date is not later than the tenth business day after the occurrence of the Notice Event.

(c) 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 MSRB in accordance with Section 2(c)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

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, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, 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 duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. 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 Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify 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 this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify 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 this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.
(d) 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, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure 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, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

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, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

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 30 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 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 shall not incur any liability.
and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

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 underwriter, 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.
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
## NAME AND CUSIP NUMBERS OF BONDS

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<tr>
<th>Name of Issuer</th>
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<tr>
<td>Name of Bond Issue:</td>
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<td>Date of Official Statement:</td>
<td>______, 2012</td>
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199
EXHIBIT B
NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT

Issuer: San Francisco Unified School District

Obligated Person: San Francisco Unified School District

Name of Bond Issue: San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2011) General Obligation Bonds, Series A (2012) and San Francisco Unified School District (City and County of San Francisco, California) 2012 General Obligation Refunding Bonds

Date of Issuance: __________, 2012

Date of Disclosure Agreement: __________, 2012

CUSIP Number:

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 Agreement, dated as of __________, 2012, 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

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:

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

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, if material;”
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, if material;”
8. ___ “Bond calls, if material;”
9. ___ “Defeasances;”
10. ___ “Release, substitution, or sale of property securing repayment of the securities, if material;”
11. ___ “Rating changes;”
12. ___ “Tender offers;”
13. ___ “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
14. ___ “Merger, consolidation, or acquisition of the obligated person, if material;” and
15. ___ “Appointment of a successor or additional trustee, or the change of name of a trustee, if material.”

___ Failure to provide annual financial information as required.

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

Signature:

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EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying “voluntary event disclosure” will be sent to the MSRB, pursuant to the Continuing Disclosure Agreement dated as of _____ between the Issuer and DAC.

Issuer’s and/or Other Obligated Person’s Name:
San Francisco Unified School District

Issuer’s Six-Digit CUSIP Number:

[________] or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

[________________________] or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: __

Description of Material Events Notice (Check One):

1. _____ “amendment to continuing disclosure undertaking;”
2. _____ “change in obligated person;”
3. _____ “notice to investors pursuant to bond documents;”
4. _____ “certain communications from the Internal Revenue Service;”
5. _____ “secondary market purchases;”
6. _____ “bid for auction rate or other securities;”
7. _____ “capital or other financing plan;”
8. _____ “litigation/enforcement action;”
9. _____ “change of tender agent, remarketing agent, or other on-going party;”
10. _____ “derivative or other similar transaction;” and
11. _____ “other event-based disclosures.”

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

Signature: ___________________________________________________________________

Name: ______________________________ Title: ______________________________

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: ______________________________

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EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying “voluntary financial disclosure” will be sent to the MSRB, pursuant to the Continuing Disclosure Agreement dated as of _____ between the Issuer and DAC.

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

Issuer’s Six-Digit CUSIP Number:

Issuer’s Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached:

Description of Voluntary Financial Disclosure (Check One):

1. _____ “quarterly/monthly financial information;”
2. _____ “change in fiscal year/timing of annual disclosure;”
3. _____ “change in accounting standard;”
4. _____ “interim/additional financial information/operating data;”
5. _____ “budget;”
6. _____ “investment/debt/financial policy;”
7. _____ “information provided to rating agency, credit/liquidity provider or other third party;”
8. _____ “consultant reports;” and
9. _____ “other financial/operating data;”

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

Signature:

Name:_________________________________________ Title:_________________________________________

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:
RESOLUTION NO. ___

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE OF SAN FRANCISCO UNIFIED SCHOOL DISTRICT (CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA), GENERAL OBLIGATION BONDS (PROPOSITION A, ELECTION OF 2011), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $115,000,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, FURNISHING AND EQUIPPING OF CERTAIN SCHOOL FACILITIES, AUTHORIZING THE PREPARATION AND DELIVERY OF A PRELIMINARY OFFICIAL STATEMENT, OFFICIAL STATEMENT AND NOTICE OF SALE AND OFFICIAL BID FORM, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE 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 8, 2011, pursuant to Section 1(b)(3) of Article XIII A of the State Constitution and Chapter 1.5 of Title 1, 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 the requisite approval of at least 55% 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 $531,000,000 payable from the levy of an ad valorem 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 January 24, 2012 (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), General Obligation Bonds (Proposition A, Election of 2011),” in one or more series, on its own behalf and without further action by the Board of Supervisors or any official; 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 first series of such authorization in the aggregate principal amount not to exceed $115,000,000, which shall be designated “San Francisco Unified School District (City and County of San Francisco, California), General Obligation Bonds (Proposition A, Election of 2011), Series A (2012)” (the “Bonds”); and
WHEREAS, the Board determines that it is necessary and desirable that the Bonds be sold via a competitive sale in an effort to obtain the lowest interest cost on the Bonds or, in the event of volatile market conditions or the need for extensive pre-marketing efforts by a negotiated sale pursuant to a Bond Purchase Agreement (the “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 $115,000,000. 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 Notice of Sale or 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 June 15 and December 15 of each year, commencing [June] 15, 2012.

(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 10.

(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 June 15 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 June 15, 2012.

(g) “Building Fund” means the fund designated as the “2012 San Francisco Unified School District General Obligation Bond Building Fund.”

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

(i) “Costs Administrator” means Wells Fargo Bank, National Association.
(j) "Debt Service Fund" means the fund designated as the "2012 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 14 hereof.

(k) "Defeasance Securities" means any of the following which at the time are legal investments under the laws of the State for the moneys proposed to be invested therein: (1) United States Obligations (as defined below); and (2) 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 trustee or paying agent thereof has been given irrevocable instructions concerning their calling and redemption and the issuer has covenanted not to redeem such obligations other than as set forth in such instructions; (b) the municipal obligations are secured by cash or United States Obligations (as defined below); (c) the principal of and interest on the United States Obligations (plus any cash) in the escrow fund for such municipal obligations 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 a trustee or other escrow agent; (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 (without regard to any numerical modifier, plus or minus sign or other modifier), at the time of original deposit to the escrow fund, by any two Rating Agencies (as defined below) not lower than the rating then maintained by the respective Rating Agency on such United States Obligations.

(l) "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.

(m) "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.

(n) "Nominee" means the nominee of DTC, as determined from time to time pursuant to Section 8(c) hereof, and which initially will be Cede & Co.

(o) "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 19; (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.

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

(q) "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.

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

(s) "Permitted Investments" shall have the meaning ascribed to such term in Section 19 hereof.

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

(u) "Rating Agencies" means Moody's Investors Service, Inc., Fitch Ratings, and Standard and Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., or any other nationally recognized bond rating agency that is the successor to any of the foregoing rating agencies or that is otherwise established after the date hereof.

(v) "Record Date" means the close of business on the 15th day of the calendar month preceding each Bond Payment Date.

(w) "Redemption Notice" shall have the meaning ascribed thereto in Section 8(b)(iv) hereof.

(x) "Rule" means 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.

(y) "Securities Depositories" means initially DTC, and from time to time, such other substitute depository as determined pursuant to Section 8(c) hereof.

(z) "Transfer Amount" means, with respect to any Outstanding Bond, the Principal Amount thereof.

(aa) "Treasurer" means the Treasurer and Tax Collector of the City and County of San Francisco.

(bb) "United States Obligations" means (i) direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including without limitation, the interest component of Resolution Funding Corporation (REFCORP) bonds that have been stripped by request to the Federal Reserve Bank of New York in book-entry form, or (ii)
any security issued by an agency or instrumentality of the United States of America which is selected by the Authorized Officer and which is rated (without regard to any numerical modifier, plus or minus sign or other modifier), at the time of the initial deposit to the escrow fund and upon any substitution or subsequent deposit to the escrow fund, by any two Rating Agencies not lower than the rating then maintained by the respective Rating Agency on United States Obligations described in (i) herein.

(cc) “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 26 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), General Obligation Bonds (Proposition A, Election of 2011), Series A (2012).” 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 $115,000,000.

SECTION 4. Terms and Conditions of Sale. The Board hereby orders that the Bonds shall be sold no later than June 30, 2012 either (i) at a competitive sale upon the terms and conditions set forth in the Notice of Sale and Official Bid Form (the “Notice of Sale”), substantially in the form attached hereto as Exhibit A or (ii) if market conditions are volatile and the overall issuance of the Bonds will benefit from extensive pre-marketing efforts not available with a competitive sale and it is in the best interests of the District, a negotiated sale upon the terms and conditions set forth in the Bond Purchase Agreement, substantially in the form attached hereto as Exhibit B (the “Bond Purchase Agreement”). The fOIDS of the Notice of Sale and the Bond Purchase Agreement are 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 the Financial Advisor (defined below) and/or 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 the Bonds pursuant to the Notice of Sale or the Bond Purchase Agreement, as applicable, such approval to be evidenced by the execution of 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 Notice of Sale or the Bond Purchase Agreement, as applicable, and shall be comprised of serial and/or term bonds. The aggregate principal amount of Bonds shall not exceed $115,000,000. The true interest cost of the Bonds shall not exceed 7% 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. The estimated costs of issuing the Bonds, including underwriter’s discount, are $549,089.82 as set forth in Exhibit C hereto. The actual costs of issuance shall be provided to the Board at the next scheduled public meeting of the Board following the sale of the Bonds.

SECTION 5. Notice of Intention to Sell. The form of Notice of Intention to Sell Bonds, substantially in the form attached hereto as Exhibit D, is hereby approved for publication in conformance with State law.
SECTION 6. Furnishing of Notice of Sale and Official Statement. The Chief Financial Officer and the financial advisor to the District, Tamalpais Advisors, Inc. (the "Financial Advisor"), are hereby authorized and directed to cause to be furnished to prospective bidders a reasonable number of copies of the Notice of Sale.

SECTION 7. Authorization Regarding Bids. The Financial Advisor or Sidley Austin LLP ("Bond Counsel") are hereby authorized and directed to open the bids at the time and place specified in the Notice of Sale and to present the same to the District. The Financial Advisor and Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Notice of Sale, and to cause said bids to be examined for compliance with the Notice of Sale, to cause computations to be made as to the true interest cost each bidder has bid, as provided in the Notice of Sale, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Bonds and the proceedings for the issuance thereof.

SECTION 8. 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 Notice of Sale or the Bond Purchase Agreement, as applicable), shall mature on June 15 (or such other date as may be designated in the Notice of Sale or the Bond Purchase Agreement, as applicable) of the years and in the amounts set forth in the Notice of Sale or the Bond Purchase Agreement, as applicable, 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 Notice of Sale or the Bond Purchase Agreement, as applicable). 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 and the true interest cost of the Bonds shall not exceed 7%.

(b) Redemption.

(i) Optional Redemption. The 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 Notice of Sale or the Bond Purchase Agreement, as applicable. The Notice of Sale or the Bond Purchase Agreement may provide that a portion or all of the Bonds shall not be subject to optional redemption.

(ii) Mandatory Sinking Fund Redemption. The 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 Notice of Sale or the Bond Purchase Agreement, as applicable.

(iii) **Selection of Bonds for Redemption.** Whenever provision is made in this Resolution for the redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Bond Registrar, upon written instruction from the District, shall select Bonds for redemption from such maturity dates as are selected by the District, and by lot within each such maturity 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.

(iv) **Notice of Redemption.** When redemption is authorized or required pursuant to Sections 8(b)(i) and 8(b)(ii) 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.

(v) 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 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.

(vi) 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 8(b) 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 8 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.

(vii) 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 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.

(viii) 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 19, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Bond Registrar for cancellation.

(c) Book-Entry System.

(i) The Bonds shall be initially registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York (“DTC”), and shall be initially issued as one Bond for each of the coupons and maturities in the Principal Amounts set forth in the Notice of Sale, as it may be adjusted, or the Bond Purchase Agreement, as applicable, 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 8(c).

(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 to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(C) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as
depository, or (2) a determination by the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(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 coupon and 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 8(c) and date of receipt of such a Written Request of the District, and thereafter, Bonds shall be transferred pursuant to Section 10 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 9. 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 10. 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 8 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 11. 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 on 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 “2012 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 12. Form of Bonds. The Bonds shall be in substantially the form set forth in Exhibit E hereto, allowing those officials executing the Bonds, as described in Section 9 above, to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Notice of Sale or to the Bond Purchase Agreement, as applicable, as authorized herein.

SECTION 13. 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 original purchaser or underwriter(s), as applicable, upon payment of the purchase price therefor.

SECTION 14. Deposit of Proceeds of Bonds.

(a) There is hereby established in trust a special fund designated the “2012 San Francisco Unified School District General Obligation Costs of Issuance Fund” (the “Costs of Issuance Fund”) which shall be held by the Costs Administrator and which shall be kept separate and apart from all other funds and accounts established and held hereunder. Proceeds received from the sale of the Bonds not exceeding two percent (2%) of the principal amount of the Bonds shall be placed in the Costs of Issuance Fund and shall be drawn out on the order of the Board or an officer of the District duly authorized by the Board to make the order, only to pay authorized costs of issuance of the Bonds. After payment of all costs of issuance in connection with the Bonds, upon the order of the Board or duly authorized officer, the remaining balance shall be transferred to the Treasurer for deposit to the credit of the Building Fund of the District. The
deposit of Bond proceeds pursuant to this section shall be a proper charge against the Building Fund of the District.

(b) The Treasurer shall hereby establish the “2012 San Francisco Unified School District General Obligation Building Fund (the “Building Fund”). The proceeds from the sale of the Bonds, excluding any premium received, and any amounts set aside in the Costs of Issuance Fund as described in subsection (a) above 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.

(c) Any proceeds of the 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 15 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 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 15. Security for the Bonds. 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 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.

SECTION 16. 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 the exclusion from gross income of interest on such Bonds under Section 103 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 in the loss of exclusion from gross income for federal income tax purposes of interest on the Bonds.

(b) 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 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 to be “private activity bonds” within the meaning of Section 141 of the Code. To that end, so long as any Bonds are outstanding, 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.”

(c) Arbitrage. The District shall not, directly or indirectly, use or permit the use of any proceeds of the Bonds, or of any property financed or refinanced thereby, or of other funds of the District, that would cause 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 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.

(d) 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.

(e) Compliance with Tax Certificate. In furtherance of the foregoing tax covenants of this Section 16, the District covenants that it will comply with the provisions of the tax certificate (the "Tax Certificate") executed in connection with the issuance of the Bonds, which Tax Certificate is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Bonds.

SECTION 17. 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 as a result of 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 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, 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 the Financial Advisor, if the Bonds are sold on a competitive basis, or to the underwriter(s), if the Bonds are sold on a negotiated basis, said Preliminary Official Statement. The Financial Advisor or the underwriter(s), as applicable, 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 original purchaser or the underwriter(s), as applicable, 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 thereeto as such Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 19. Defeasance. Payment of all or any portion of the Bonds may be provided for prior to such Bonds' respective stated maturities by irrevocably depositing with the Treasurer (or any commercial bank or trust company designated by the Treasurer to act as escrow agent with respect thereto): (a) an amount of cash equal to the principal amount of all of such Bonds or a portion thereof, and all unpaid interest thereon to maturity, except that in the case of Bonds which are to be redeemed prior to such Bonds' respective stated maturities and for which notice of such redemption has been given as described above or an irrevocable election to give such notice has been made by the District, the amount to be deposited will be the principal amount thereof, all unpaid interest thereon to the Redemption Date, and premium, if any, due on such Redemption Date; or (b) Defeasance Securities not subject to call, except as described in the definition of such term, maturing and paying interest at such times and in such amounts, together with interest earnings and cash, if any, as will, without reinvestment, as certified by an independent certified public accountant, to be sufficient to pay the principal and all unpaid interest to maturity, or to the Redemption Date, as the case may be, and any premium due on the Bonds to be redeemed, as such principal and interest come due; provided, that, in the case of the Bonds which are to be redeemed prior to maturity, notice of such redemption will be given as described above or an irrevocable election to give such notice has been made by the District; then, all obligations of the District with respect to said Outstanding Bonds will cease and terminate, except only the obligation of the District to pay or cause to be paid from the funds deposited as described in this paragraph, to the Registered Owners of said Bonds all sums due with respect thereto, and the tax covenant obligations of the District with respect to such Bonds; provided, that the District shall have received an opinion of nationally recognized bond counsel that provision for the payment of said Bonds has been made.

SECTION 20. Rebate Fund.

(a) General. A special fund designated the “2012 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 16 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 21. **Continuing Disclosure Agreement.** The form of Continuing Disclosure 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 Continuing Disclosure 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 original purchaser or underwriter(s) of the Bonds to comply with the requirements of the Rule. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure 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 22. **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 23. 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, 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 24. 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 25. 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 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 26. 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 27. Bond Counsel, Disclosure Counsel, Financial Advisor and
Underwriter. Sidley Austin LLP was appointed Bond Counsel and Tamalpais Advisors, Inc. was
appointed Financial Advisor in connection with Proposition A and 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, and with Sidley Austin LLP also as Disclosure Counsel for the Bonds, and with the
Financial Advisor as may be necessary or appropriate. If the Bonds are sold on a competitive
basis, the name of the underwriter (winning bidder) of the Bonds shall be reported to the Board
at the next scheduled public meeting of the Board following the sale. If the Bonds are sold on a
negotiated basis, the name(s) of the underwriter(s) shall be reported to the Board at the next
scheduled public meeting.

SECTION 28. Citizens' Oversight Committee. This Board certifies that it has
approved the formation of 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 29. 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 30. 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 the sale of the Bonds, 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
(the duties for which are performed by the City Controller) and the Treasurer.
SECTION 31. 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 14th day of February, 2012 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
OFFICIAL NOTICE OF SALE
and
OFFICIAL BID FORM

San Francisco Unified School District
(City and County of San Francisco, California)
General Obligation Bonds
(Proposition A, Election of 2011), Series A (2012)

The San Francisco Unified School District will receive sealed bids and electronic bids for the above-referenced bonds at the place and up to the time specified below:

SALE DATE: 2012

TIME: California Time

PLACE: Tamalpais Advisors Inc.
3030 Bridgeway, Suite 340
Sausalito, California 94965

DELIVERY DATE: 2012

* Preliminary, subject to change.
FORM OF OFFICIAL NOTICE OF SALE AND OFFICIAL BID FORM

SAN FRANCISCO UNITED SCHOOL DISTRICT
(CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA)
GENERAL OBLIGATION BONDS

NOTICE IS HEREBY GIVEN that sealed bids and electronic unconditional bids will be received by the San Francisco Unified School District (the “District”) to and including the hour of 9:00 a.m., Pacific Time, on_______, 2012, for the purchase of all, but not less than all, of [Principal Amount]* aggregate principal amount of San Francisco Unified School District (City and County of San Francisco, California), General Obligation Bonds (Proposition A, Election of 2011), Series A (2012) (the “Bonds”). In the case of electronic bids, bids may only be submitted electronically through the Ipreo LLC’s BiDCOMP™/PARITY® System (“Parity”) in the manner described below. Hand-delivered bids must be delivered to Tamalpais Advisors, Inc., 3030 Bridgeway, Suite 340, Sausalito, CA 94965. Within 26 hours, the Chief Financial Officer of the District, or the designee of such officer, will consider the bids received and, if an acceptable bid is received, award the sale of the Bonds on the basis of the lowest true interest cost. Notice of the award will be given promptly to the successful bidder. In the event that no bid is awarded by the designated time, the District will reschedule the sale to another date or time by providing notification through the Bond Buyer Wire and Thomson Financial (the “News Services”).

THE RECEIPT OF BIDS ON ____DAY, _______, 2012, MAY BE POSTPONED OR CANCELLED AT OR PRIOR TO THE TIME BIDS ARE TO BE RECEIVED. NOTICE OF SUCH POSTPONEMENT OR CANCELLATION WILL BE COMMUNICATED BY THE DISTRICT THROUGH THE NEWS SERVICES AND/OR PARITY AS SOON AS PRACTICABLE FOLLOWING SUCH POSTPONEMENT OR CANCELLATION. Notice of the new date and time for receipt of bids shall be given through the News Services and/or Parity as soon as practicable following a postponement and no later than 1:00 p.m. California time on the business day preceding the new date for receiving bids.

As an accommodation to bidders, telephone, electronic or fax notice of such postponement and of the new sale date and time will be given to any bidder requesting such notice from Tamalpais Advisors, Inc., 3030 Bridgeway, Suite 340, Sausalito, California 94965; phone: (415) 331-4473; fax: (415) 331-4479, Attention: Jean Buckley (email: jbuckley@tamadvisors.com), the District’s Financial Advisor (the “Financial Advisor”), provided however that failure of any bidder to receive such supplemental notice shall not affect the sufficiency of any required notice or the legality of the sale.

* Preliminary, subject to change.
Right to Modify or Amend:

The District reserves the right to modify or amend this Official Notice of Sale (the “Notice of Sale”) in any respect; provided, however, that any such modification or amendment shall be communicated to potential bidders through the News Services and/or Parity not later than 1:00 p.m. California Time on the business day preceding the date for receiving bids. Failure of any potential bidder to receive notice of any modification or amendment will not affect the sufficiency of any such notice or the legality of the sale. Bidders are required to bid upon the Bonds as so modified or amended.

TERMS RELATED TO THE BONDS


Issue:

The Bonds will be dated the date of delivery (on or about ____, 2012), will be in denominations of $5,000 each, or integral multiples thereof, and will bear interest from the date of the Bonds to the maturity of each of the Bonds, with interest payable on [June] 15, 2012, and semiannually thereafter on [June] 15 and [December] 15 of each year during the term of the Bonds. The Bonds mature on June 15 in each of the years [2013 to 2032], inclusive, as set forth below (the “Estimated Maturity Schedule”), although the estimated principal amounts set forth below are subject to adjustment following receipt of the winning bid as described in “Adjustment of Principal Amounts”:

Interest Rates; Minimum Bid of Par:

All bids for the purchase of the Bonds must state the rate or rates of interest to be paid and no bid at a price less than the par value of the Bonds will be considered. Bidders may specify any number of different rates to be borne on the Bonds, provided:

   (i) The maximum interest rate bid for any maturity shall not exceed twelve percent (12%) per annum;

   (ii) All Bonds of the same maturity must bear the same rate of interest from its date to the stated maturity date at the interest rate specified on the Official Bid Form;

   (iii) No Bond shall bear a zero rate of interest per annum;

   (iv) All interest rates must be in multiples of one-eighth or one-twentieth of one percent (1/8 or 1/20 of 1%) per annum; and
(v) The rate of interest on any maturity shall not be more than four percent higher than the interest rate on any other maturity of the Bonds.

Principal Amounts:

The Bonds shall be serial and/or term bonds, as specified by each bidder, and principal shall be payable on June 15 of each year, commencing June 15, ____. Subject to the District’s right to modify or amend this Notice of Sale, the final maturity of the Bonds shall be June 15, ____. The principal amount of any Bonds maturing or subject to mandatory sinking fund redemption in any year shall be in integral multiples of $5,000. No serial bonds may mature following the first mandatory sinking fund payment. The estimated principal amounts of the serial maturities or mandatory sinking fund payments (collectively, the “Principal Amounts”) for the Bonds are shown below. Bidders for the Bonds must provide bids for all the Principal Amounts. The District may amend or modify this Notice of Sale and/or adjust the Principal Amounts as provided in this Notice of Sale.
### ESTIMATED MATURITY SCHEDULE

<table>
<thead>
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<th>Maturity Date</th>
<th>Principal Amount</th>
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</table>

**Adjustment of Principal Amounts:**

The principal amounts of the Bonds set forth in the Estimated Maturity Schedule reflect estimates of the District as to the likely interest rates of the winning bid and the original issue premium contained in the winning bid. The District reserves the right subsequent to receiving bids to change the Principal Amounts schedule set forth above by adjusting one or more principal payments in increments of $5,000; provided, that the principal amount of the Bonds due in any year shall not be increased or decreased by more than 15%. Any such adjustment of Principal Amounts on the Bonds shall be based on the schedule of principal amounts provided by the District to be used as the basis of bids for the Bonds. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and no successful

---

*Preliminary, subject to change.*
bid may be withdrawn. The bidder awarded the Bonds by the District shall not be permitted to
withdraw its bid, change the interest rates in its bid or the reoffering prices in its Certificate
Regarding Reoffering Prices as a result of any changes made to the Principal Amounts of the
Bonds in accordance with this Notice of Sale.

The dollar amount bid for Bonds by the winning bidder(s) will be adjusted to reflect any such
adjustment in the applicable amortization schedule. Any such adjustment will not change the
average per Bond dollar amount of underwriter’s discount. Any such adjustment shall not result
in the purchase price of the Bonds being less than [100.____]%.

Special Bidder’s Option:

The purchaser may elect to combine any number of consecutive maturities of Bonds for which
an identical yield to maturity has been specified to comprise term bonds (“Term Bonds”) by
indicating such an election on the bid form. The election to create term bonds in such manner
will require the creation of a mandatory sinking fund so that the sinking fund redemption
payments shall equal the principal amount of the corresponding serial bond maturities.

Optional Redemption:

(a) The Bonds maturing on or before [June 15, 20__], are not subject to
redemption prior to their respective maturity dates. The Bonds maturing on or after
[June 15, 20__], are subject to redemption 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 the following
redemption prices (expressed as a percentage of the principal amount of Bonds called for
redemption), plus interest accrued thereon to the date fixed for redemption:

<table>
<thead>
<tr>
<th>Redemption Period</th>
<th>Redemption Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>[June 15, 20__ through June 14, 20__]</td>
<td>102%</td>
</tr>
<tr>
<td>[June 15, 20__ through June 14, 20__]</td>
<td>101</td>
</tr>
<tr>
<td>[June 15, 20__ and thereafter]</td>
<td>100</td>
</tr>
</tbody>
</table>

Mandatory Sinking Account Redemption.

Term Bonds, if any, are further subject to mandatory redemption prior to their stated maturity
dates, on June 15 of each year for which a mandatory sinking account redemption is specified by
the winning bidder, by lot within any maturity if less than all of such maturity to be redeemed,
upon payment of the principal amount thereof and accrued interest thereon to the date fixed for
redemption, without premium, but only in amounts equal to, and in accordance with, the
schedule of the principal amounts of the Bonds to be redeemed in each such year from
mandatory sinking account redemption.
Selection of Bonds for Redemption:

Whenever provision is made in the Resolution for the redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Bond Registrar, upon written instruction from the District, shall select Bonds for redemption from such maturity dates as are selected by the District, and by lot within each such maturity 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.

Authority:

The Bonds will be issued pursuant to the Constitution and laws of the State of California. The issuance of the Bonds was authorized by the requisite approval of at least 55% of the qualified electors of the District voting at an election held on November 8, 2011, a Resolution of the City and County of San Francisco (the "City"), California, adopted on January 24, 2012 and the Resolution of the Board of Education of the District adopted on February 14, 2012.

Security:

Both principal of and interest on the Bonds are payable from an unlimited ad valorem tax levied against all of the taxable property (except certain personal property which is taxable at limited rates) in the District.

Legal Opinions:

Sidley Austin LLP has been retained by the District as Bond Counsel ("Bond Counsel") and in such capacity are to render an approving opinion upon the legality of the Bonds under California law and on the exemption of the interest income on such Bonds from federal and State of California income taxes. The Bonds are sold with the understanding that the purchaser will be furnished with an opinion of Bond Counsel entitling the purchaser to rely on the approving opinion of Sidley Austin LLP. The form of Bond Counsel’s opinion is set forth in Appendix B of the Preliminary Official Statement and the final Official Statement.

The purchaser will receive a disclosure opinion from Sidley Austin LLP as Disclosure Counsel ("Disclosure Counsel") regarding the Official Statement.

Tax Status:

In the opinion of Bond Counsel, under existing laws, interest on the Bonds is exempt from all present State of California personal income taxes, and assuming compliance with certain covenants made by the District and City and requirements of the Internal Revenue Code of 1986, as amended, interest on the Bonds is not includable in the gross income of the owners of the Bonds for federal income tax purposes, provided that such interest may be included in the calculation of federal alternative minimum taxable income. Should changes in the law cause Bond Counsel’s opinion to change prior to delivery of the Bonds to the purchaser, the purchaser will be relieved of its responsibility to purchase the Bonds, and in that event its Good Faith Deposit (defined below) will be returned.
TERMS OF SALE

Form of Bid:

Each bid for the Bonds must be: (1) for not less than all of the Bonds; (2) unconditional and (3) submitted (i) on the Official Bid Form attached as Exhibit A (the "Official Bid Form") or (ii) electronically via Parity, in each case not later than [9:00 a.m.], Pacific Time, on the date of sale. For purposes of submitting all bids, the time as maintained on Parity shall constitute the official time.

Each bid, other than bids submitted electronically, must be enclosed in a separate sealed envelope addressed to the District and endorsed "Proposal for General Obligation Bonds (Series 2012)."

WARNINGS REGARDING ELECTRONIC BIDS: NEITHER THE DISTRICT, THE FINANCIAL ADVISOR, NOR BOND COUNSEL SHALL BE RESPONSIBLE FOR, AND THE BIDDER EXPRESSLY ASSUMES THE RISK FOR ANY INCOMPLETE, INACCURATE OR UNTIMELY BID SUBMITTED VIA PARITY BY SUCH BIDDER, INCLUDING, WITHOUT LIMITATION, BY REASON OF GARBLED TRANSMISSION, MECHANICAL FAILURE, ENGAGED TELEPHONE OR TELECOMMUNICATIONS LINES, OR ANY OTHER CAUSE ARISING FROM DELIVERY VIA PARITY.

All bids which are submitted electronically via Parity pursuant to the procedures described below shall be deemed to constitute a "Bid for Purchase of the Bonds" and shall be deemed to incorporate by reference all of the terms and conditions of this Notice of Sale. The submission of a bid electronically via Parity shall constitute and be deemed the bidder's signature on the Official Bid Form.

Procedures Regarding Electronic Bidding: Bids may be submitted electronically via Parity in accordance with this Notice of Sale, until [9:00 A.M.], Pacific Time, [__________, 2012], but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in Parity conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about Parity, potential bidders may contact the Financial Advisor at (415) 331-4473 or Parity at (212) 404-8107. In the event that a bid for the Bonds is submitted via Parity, the bidder further agrees that:

1. If a bid submitted electronically by Parity is accepted by the District, the terms of the Bid for Purchase of the Bonds and this Notice of Sale and the information that is electronically transmitted through Parity shall form a contract and the successful bidder shall be bound by the terms of such contract.

2. Parity is not an agent of the District, and the District shall have no liability whatsoever based on any bidder's use of Parity, including but not limited to any failure by Parity to correctly or timely transmit information provided by the District or information provided by the bidder.
3. The District may choose to discontinue use of electronic bidding via Parity by issuing a notification to such effect via the News Services no later than 5:00 P.M. (Pacific Time) on the last business day prior to the date of sale.

4. Once the bids are communicated electronically via Parity to the District as described above, each bid will constitute a Bid for Purchase of the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale.

5. Each bidder choosing to bid electronically shall be solely responsible to make necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with this Notice of Sale. The District shall have no duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and nor shall the District be responsible for a bidder’s failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, Parity. The District is using Parity as a communication mechanism, and not as the District’s agent, to conduct the electronic bidding for the Bonds. By using Parity, each bidder agrees to hold the District harmless for any damages caused to such bidder in connection with its use of Parity for bidding on the Bonds.

No bid received after the deadline shall be considered. In any case, each bid must be in accordance with the terms and conditions set forth in this official Notice of Sale.

Good Faith Deposit:

Except as otherwise provided below, a good faith deposit (the “Good Faith Deposit”) in the form of a certified, treasurer’s or cashier’s check drawn on a solvent commercial bank or trust company in the United States of America or a Financial Surety Bond issued by an insurance company licensed to issue such surety bond in the State of California, in the amount of $1,000,000 and made payable to the order of the City and County of San Francisco, to secure the District from any loss resulting from the failure of the bidder to comply with the terms of its bid, is required for any bid to be accepted. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, such surety bond must be submitted to the District or its Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Good Faith Deposit is guaranteed by such Financial Surety Bond. If the winning bidder on the Bonds is determined to be a bidder utilizing a Financial Surety Bond, then that bidder is required to submit its Good Faith Deposit to the City in the form of a cashier’s check (or wire transfer such amount as instructed by the District or its Financial Advisors) not later than 10:00 a.m. (City’s local time) on the next business day following the bid opening. If such Good Faith Deposit is not received by that time, the Financial Surety Bond may be drawn by the District to satisfy the Good Faith Deposit requirement. If the apparent winning bidder on the Bonds is determined to be a bidder who has not submitted a Good Faith Deposit, in the form of a Financial Surety Bond or check, as provided above, the Financial Advisor will request the apparent winning bidder to immediately wire the Good Faith Deposit and provide the Federal wire reference number of such Good Faith Deposit to the Financial Advisor within 90 minutes of such request by the Financial Advisor. The Bonds will not be officially awarded to a bidder who has not submitted a Good Faith Deposit in the form of a Financial Surety Bond or check, as
provided above, until such time as the bidder has provided a Federal wire reference number for the Good Faith Deposit to the Financial Advisor.

No interest on the Good Faith Deposit will accrue to any bidder. The City will deposit the Good Faith Deposit of the winning bidder. The Good Faith Deposit (without accruing interest) of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to honor its accepted bid, the Good Faith Deposit plus any interest accrued on the Good Faith Deposit will be retained by the District. Any investment income earned on the Good Faith Deposit will be paid to the successful bidder in the event the District is unable to deliver the Bonds. Good Faith Deposits accompanying bids other than the bid which is accepted will be returned promptly upon the determination of the best bidder.

Good Faith Deposit wire transfers should be directed as follows:

[INSERT WIRE INSTRUCTIONS]

Right of Rejection:

The District reserves the right in its discretion to reject any and all bids received and to waive any irregularity or informality in the bids, except that the time for receiving bids shall be of the essence. Should all bids for the Bonds be rejected on the initial sale date at ___ A.M. Pacific Time, the District reserves the right to accept bids again for the Bonds as announced through the News Services.

Minimum Bid:

No bid will be accepted that does not offer a bid price of at least [100.____]% for the Bonds (whether or not said bid price is adjusted pursuant to “Adjustment of Principal Amounts”). The bid price of the Bonds shall not include any amounts to be used to pay customary underwriting costs.

Basis of Award and Delivery:

Unless all bids are rejected, the Bonds will be awarded to the bidder whose proposal results in the lowest true interest cost ("TIC") to the District, which TIC may not exceed 7%. The TIC will be that nominal interest rate which, when compounded semiannually and applied to discount all payments of principal and interest payable on the Bonds to the date of the Bonds, results in an amount equal to the principal amount of such Bonds plus the amount of any premium bid. For the purpose of calculating the TIC, mandatory sinking fund payments for any Term Bonds specified by each bidder will be treated as Bonds maturing on the dates of such mandatory sinking fund payments. In the event that two or more bidders offer bids for the Bonds at the same lowest TIC, the bidder who submitted the first bid (as determined by Parity) will be awarded the Bonds. Bid evaluations or rankings made by Parity are not binding on the District.

Upon payment for the Bonds in immediately available funds, delivery of the Bonds will be made to the purchaser through DTC at the offices of Sidley Austin LLP, 555 California Street, San Francisco, California 94104 on or about _____, 2012 (the “Closing”), or at the purchaser’s request and expense, at any other place mutually agreeable to both the District and the purchaser.
Estimate of True Interest Cost:

Each bidder is requested, but not required, to state in its Official Bid Form the true interest cost of its bid to the District, which shall be considered as informative only and neither conclusive nor binding on either the bidder or the District.

Prompt Award:

The District, acting through its Chief Financial Officer, or the designee of such officer, will take action awarding the Bonds or rejecting all bids not later than 26 hours after the expiration of the time herein prescribed for the receipt of proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

Certificate Regarding Reoffering Prices:

Not later than one hour after receiving the verbal award, the successful bidder for a the Bonds must submit to the District and to Bond Counsel a certificate specifying for each maturity the reoffering price at which at least 10% of the Bonds of such maturity were first sold (or the price at which all of the Bonds awarded to the successful bidder were offered in a bona fide public offering and as of the date of award of such Bonds to the successful bidder reasonably expected to be sold) to the public. Sales of Bonds to other securities brokers or dealers will not be considered sales to the general public. Such certificate shall be in form attached hereto as Schedule II. Any requests for changes to such certificate must be submitted to Bond Counsel by the close of business on ________________, 2012.

CLOSING PROCEDURES AND DOCUMENTS

Registration of Bonds as to Principal and Interest and Place of Payment:

The Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the denominations of $5,000 and integral multiples thereof. Purchasers will not receive physical certificates representing their interest in the Bonds purchased. Principal, premium, if any, and interest are payable in lawful money of the United States of America at the office of the Bond Registrar, to DTC, which in turn will remit such amounts to the beneficial owners of the Bonds through DTC’s Participants, as described in the Preliminary Official Statement. The successful bidder will be required to pay any DTC fees to DTC directly.

CUSIP Numbers and DTC:

CUSIP numbers will be applied for by the purchaser and will be printed on the Bonds and the cost of service bureau assignment will be the purchaser’s responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Bonds.
California Debt and Investment Advisory Commission and DTC:

The successful bidder will be required, pursuant to State law, to pay any fees to the California Debt and Investment Advisory Commission ("CDIAC") and will also be required to pay all fees of DTC. CDIAC will separately invoice the successful bidder for its fees.

No Litigation and Tax Certificates:

At Closing, the District will execute and deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Bonds. The District will also execute and deliver the Tax Certificate covering its reasonable expectations concerning the Bonds and the use of proceeds thereof.

Continuing Disclosure Agreement:

In order to assist bidders in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), the District will undertake, pursuant to a Continuing Disclosure Agreement, to provide certain annual financial information and notices of the occurrence of certain enumerated events. A form of the Continuing Disclosure Agreement is set forth in APPENDIX E in the Preliminary Official Statement and will also be set forth in APPENDIX E in the final Official Statement.

Official Statement:

The District will make available a Preliminary Official Statement relating to the Bonds, an electronic copy of which, along with related documents, will be furnished upon request made either by mail to the Financial Advisor, Tamalpais Advisors, Inc., 3030 Bridgeway, Suite 340, Sausalito, California 94965, or telephoned to said advisor at (415) 331-4473. Such Preliminary Official Statement, together with any supplements thereto, shall be in form “deemed final” by the District for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final official statement (the “Official Statement”). The District agrees to provide a reasonable number of copies of the Official Statement to the winning bidder of the Bonds at the District’s expense within seven business days of the date of sale. The District shall deliver, at closing, a certificate, executed by appropriate officers of the District acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of circumstances under which they were made not misleading.

By making a bid for the Bonds, the successful bidder agrees (1) to disseminate to all members of the underwriting syndicate copies of the final Official Statement, including any supplements prepared by the District, (2) to promptly file a copy of the final Official Statement, including any supplements prepared by the District, with the Municipal Securities Rulemaking Board, and (3) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules, rules of the Municipal Securities Rulemaking Board governing the offering, sale and delivery of the Bonds to ultimate purchasers, and all other local jurisdictional rules governing the offering, sale and delivery of the Bonds.
SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: ________________________________
   Joseph C. Grazioli
   Chief Financial Officer
OFFICIAL BID FORM

$\quad$

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA),
GENERAL OBLIGATION BONDS
(Book-Entry Only)

_, 2012

San Francisco Unified School District
135 Van Ness Avenue
San Francisco, California 94102
Attn: Mr. Joseph Grazioli

Ladies and Gentlemen:

We, the undersigned, ________________________________,
(name of firm)

are considering submission of a bid on behalf of ourselves and others for the San Francisco Unified School District (City and County of San Francisco, California) General Obligation Bonds (Proposition A, Election of 2011), Series A (2012) (the "Bonds"). We have received and reviewed the Official Notice of Sale dated ___, 2012 for the Bonds (the "Notice of Sale") and the Official Bid Form related thereto. We acknowledge that we have received and reviewed the Preliminary Official Statement, which describes the Bonds and provides certain information on the San Francisco Unified School District (the "District"). We offer to purchase all of the above-captioned Bonds, more particularly described in your Notice of Sale, which is incorporated herein by reference, and made a part hereof, at a purchase price of par plus a premium of ___________ (which purchase price is not less than 100._% of the principal amount of the Bonds).
This offer is for the Bonds bearing interest at the rates set forth below:

<table>
<thead>
<tr>
<th>Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maturity</td>
</tr>
<tr>
<td>June 15</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

This bid is subject to acceptance not later than 26 hours after the expiration of the time established for the final receipt of bids.

Our calculation of the true interest cost, which is considered to be informative only and not a part of the bid, is _________%.

With this bid we are providing to the District a good faith deposit in the amount of $1,000,000 in the form of a:

Check one:

___ surety bond

___ cashier’s check or corporate check

We have noted that payment of the purchase price is to be made in immediately available federal funds at the time of delivery of the Bonds. If we are the successful bidder, we will within one hour after being notified of the award of the Bonds, (1) advise the District of the initial public offering prices of the Bonds and (2) furnish a certificate, acceptable to the District, as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

We represent that we have full and complete authority to submit this bid on behalf of our bidding syndicate and that the undersigned will serve as the lead manager for the group if the Bonds are awarded pursuant to this bid. I certify (or declare) under penalty of perjury under the laws of the State of California that this proposal is genuine, and not a sham or collusion, nor made in the interest of or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
Listed below are the members of our account on whose behalf this bid is made.

Respectfully submitted,

Account Manager

By

Address

City

State

Telephone
FORM OF CERTIFICATE AS TO ISSUE PRICE OF PORTION OF BONDS

This Certificate is furnished by ______________, as Original Purchaser (the “Original Purchaser”) of $_______* aggregate principal amount of “San Francisco Unified School District, (City and County of San Francisco, California), General Obligation Bonds (Proposition A, Election of 2011), Series A (2012) (_______)” (the “Bonds”), to establish the initial offering price of said portion of the Bonds for purposes of determining the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the “Code”).

THE ORIGINAL PURCHASER DOES HEREBY CERTIFY as follows:

1. The Original Purchaser made a bona fide offering, beginning on __________, 2012, the date on which the Original Purchaser agreed to purchase the Bonds (the “Sale Date”), of all of the Bonds of each maturity to the General Public (hereinafter defined) at their respective Initial Public Offering Price(s), as set forth in Exhibit A hereto (each, an “Initial Public Offering Price”), and reasonably expected on the Sale Date to sell the Bonds of each maturity to the General Public at their respective Initial Public Offering Prices.

2. The aggregate of the Initial Public Offering Prices is $________ (representing $________ aggregate principal amount of the Bonds, [plus] [minus] [net] original issue [premium] [discount] of $_________).

3. [Except for Bonds maturing on __________, 20__, __________, 20__, and __________, 20__ (the “Undersold Bonds”), with] [With] respect to each maturity of the Bonds, the Original Purchaser first sold for cash at least 10% of the aggregate principal amount of the Bonds to the General Public at their Initial Public Offering Price.

[4.] With respect to [each maturity of] the Undersold Bonds, despite the reasonable expectation of the Original Purchaser to sell the Bonds at their [respective] Initial Public Offering Price[s], the Original Purchaser did not sell at least 10% of the Bonds [of the maturity] to the General Public at their [respective] Initial Public Offering Price[s]. [PROVIDE EXPLANATION].

* Preliminary, subject to change.

‡ For any maturity of Undersold Bonds, the successful bidder will be required to supply an explanation, satisfactory to the issuer, as to why the successful bidder did not sell at least 10% of each such maturity.
For purposes of this Certificate, the term "General Public" excludes bond houses, brokers and similar persons or organizations acting in the capacity of underwriters or wholesalers.

Nothing herein represents the Original Purchaser's interpretation of any laws, and in particular, regulations under Section 148 of the Code.

Dated: ________, 2012

[NAME OF ORIGINAL PURCHASER]

By: ____________________________

[NAME]

[TITLE]
EXHIBIT A TO REOFFERING PRICE CERTIFICATE

<table>
<thead>
<tr>
<th>Maturity Date (June 15)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Initial Public Offering Price* %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Stated as a percentage of par.
EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(City and County of San Francisco, California)
General Obligation Bonds
(Proposition A, Election of 2011)
Series A (2012)

BOND PURCHASE AGREEMENT

_____, 2012

San Francisco Unified School District
c/o Chief Financial Officer
135 Van Ness Avenue
San Francisco, California 94102-5207

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.

SECTION 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) General Obligation Bonds, (Proposition A, Election of 2011) Series A (2012) (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 June 15 and December 15, commencing June 15, 2012.

(b) The Underwriters shall purchase the Bonds at a price of $__________ (the “Purchase Price”) (which represents the aggregate principal amount of the Bonds, plus net original issue premium of $__________, and less an Underwriters’ discount in the amount of $__________).
Any authority, discretion, or other power conferred upon the Underwriters by this Purchase Agreement shall be exercised by the Representative alone.

SECTION 2. The Bonds.

(a) The Bonds shall be dated their date of delivery, shall bear interest at the rate, shall mature in the years and amounts and shall have the redemption provisions as set forth in Exhibit A hereto. 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 February ____, 2012 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 City Treasurer and payable in immediately available funds, for the account of the District, the amount of ________ Dollars ($_________), 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 City pending Closing (except as provided below), although the proceeds thereof may be invested by the City 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 direct the City 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”).
SECTION 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.

SECTION 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 ________, 2012 (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.

SECTION 6. Closing.
(a) At 8:00 a.m., California Time, on __________, 2012, 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 Chief Financial Officer 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.

SECTION 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 Agreement (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 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;
(g) Between the date hereof and the Closing, without the prior written consent of the Underwriters, the District will not have issued in the name of the District any bonds, notes or other obligations for borrowed money except for such borrowing as may be described in or contemplated by the Official Statement;

(h) The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon;

(i) The Preliminary Official Statement was as of its date and as of the date hereof (excluding information permitted to be omitted pursuant to Rule 15c2-12), and the Official Statement is, and at all times subsequent to the date 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 date of the delivery of the Official Statement, as amended) up to and including the Closing (in each case excluding therefrom any statements and information contained therein relating to DTC or its book-entry only system and any information provided by the Underwriters in writing for inclusion therein) will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement (in each case excluding therefrom any statements and information contained therein relating to DTC or its book-entry only system and any information provided by the Underwriters in writing for inclusion therein) contain, and up to and including the Closing will contain, no untrue statement of any material fact and do not, and up to and including the Closing will not, 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. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of the District since the date of the Official Statement;

(j) To assist the Underwriters in complying with Rule 15c2-12, the District will undertake, pursuant to the Resolution and the Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will be set forth in the Official Statement. Except as disclosed in the Preliminary Official Statement, the District has never failed to comply with any prior disclosure undertakings pursuant to Rule 15c2-12;

(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 therefrom any statements and information contained therein relating to DTC or its book-entry only system and any
information provided by the Underwriters in writing for inclusion therein) 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, 2011 (selected information from which is included as Appendix C 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.

SECTION 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 agreement dated the date of Closing (the "Continuing Disclosure Agreement").

SECTION 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
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).

SECTION 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), 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:

(i) 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:

(a) 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

(b) 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;

(ii) 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;

(iii) 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;

(iv) 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;

(v) 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;

(vi) 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;

(vii) 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

(viii) 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:

(i) 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 B to the Official Statement;

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

(a) (i) this Purchase Agreement and the Continuing Disclosure Agreement 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 (provided that no opinion need be expressed with respect to any indemnification or contribution provisions contained in such agreements);

(b) 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” (excluding the statements and information under the heading entitled “–Book-Entry Only System”); “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – General”; “TAX MATTERS” and “APPENDIX B – 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

(c) 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;

(iv) 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 Agreement, (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 Agreement 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;

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

(vi) 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 “APPENDIX F – EXCERPTS FROM THE CITY AND COUNTY OF SAN FRANCISCO INVESTMENT PORTFOLIO REPORT” 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;

(vii) 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;

(viii) A tax certificate of the District in form satisfactory to Bond Counsel with respect to the Bonds;

(ix) 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;

(x) The opinion of General Counsel to the District, addressed to the District and the Underwriters, dated the Closing Date, to the effect that:
(a) the District is a unified school district validly existing under the Constitution and the laws of the State;

(b) 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;

(c) 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 Agreement;

(d) 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

(e) the Preliminary Official Statement and the Official Statement has been duly approved by the District; and

(f) nothing has come to such counsel's attention that would cause such counsel to believe that the information in the Preliminary Official Statement (excluding therefrom any financial, statistical or demographic information and any statements and information contained therein relating to DTC or its book-entry only system) 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 (excluding therefrom any financial, statistical or demographic information and any statements and information contained therein relating to DTC or its book-entry only system) 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;
(xi) The opinion of __________, counsel for the Underwriters ("Underwriters’ Counsel"), dated the date of Closing and addressed to the Underwriters, satisfactory in form and substance to the Underwriters;

(xii) 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 the Underwriters;

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

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

(b) 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;

(xiv) A certificate, together with a fully executed copy of the resolution of the Board of Supervisors of the City, adopted on __________, 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:

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

(b) 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;

(xv) 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; and

(xvi) 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
SECTION 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.

SECTION 12. Expenses. The District shall be responsible for paying, through Wells Fargo Bank, N.A., as costs administrator, 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, Disclosure Counsel and Financial Advisor; (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 otherwise unable to fulfill their obligations set forth in this Purchase Agreement, the District shall reimburse the Underwriters for all of the foregoing expenses.

SECTION 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 Chief Financial Officer of the San Francisco Unified School District, 135 Van Ness Avenue, San Francisco, California 94102-5207, or if to the Underwriters, to Attention: __________.

SECTION 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.

SECTION 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.

SECTION 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.
SECTION 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,

[Signature], on its own behalf and as
Representative of the Underwriters

By: ________________________________
Name: ______________________________
Title: ______________________________

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

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: ________________________________
Chief Financial Officer
EXHIBIT A

MATURITY SCHEDULE AND REDEMPTION PROVISIONS

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(City and County of San Francisco, California)
General Obligation Bonds
(Proposition A, Election of 2011)
Series A (2012)

<table>
<thead>
<tr>
<th>Maturity (June 15)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Yield</th>
<th>Price</th>
</tr>
</thead>
</table>

* Yield to first optional call.

REDEMPTION PROVISIONS

The Bonds maturing on or before June 15, 20__, are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after June 15, 20__, are subject to redemption prior to their fixed maturity dates, at the option of the District, from any source of funds, in 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 the Bonds called for redemption, together with accrued interest, if any, to the redemption date, without premium.

If less than all outstanding Bonds are to be redeemed, the Bond Registrar, upon written instruction from the District, shall select the Bonds for redemption from such maturity dates as
are selected by the District, and by lot within each such maturity 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.
San Francisco Unified School District
San Francisco, California

as Series Underwriter and as
representative of the Series Underwriters
Los Angeles, California

San Francisco Unified School District
(City and County of San Francisco, California)
General Obligation Bonds
(Proposition A, Election of 2011)
Series A (2012)

Ladies and Gentlemen:

We have acted as disclosure counsel to San Francisco Unified School District (the “District”) in connection with the sale by the District of its: (i) (Proposition A, Election of 2011) General Obligation Bonds, Series A (2012) (the “Series A Bonds”), pursuant to a Bond Purchase Agreement, dated _______, 2012 (the “Series A Purchase Agreement”), between the District and (the “Series A Underwriter”); and (ii) 2012 General Obligation Refunding Bonds (the “Refunding Bonds” and, together with the Series A Bonds, the “Bonds”), pursuant to a Bond Purchase Agreement, dated _______, 2012 (the “Refunding Purchase Agreement” and, together with the Series A Purchase Agreement, the “Purchase Agreements”), between the District and , as representative of the underwriters named in the Refunding Purchase Agreement (collectively, the “Refunding Underwriters” and, together with the Series A Underwriter, the “Underwriters”). We are delivering this letter to you at the request of the District pursuant to Section 10(E)(12) of each of the Purchase Agreements.

The District’s Preliminary Official Statement, dated _______, 2012, in the form set forth at time, on _______, 2012, is hereinafter called the “Preliminary Official Statement.” The District’s Official Statement, dated ________,

B-21 266
2012, in the form examined by us at the delivery of the Bonds, is hereinafter referred to as the “Official Statement.” Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Official Statement.

The Bonds are issued under the provisions of Article XIII A of the Constitution of the State and, with respect to the Series A Bonds, Title I, Division 1, Part 10, Chapters 1 and 1.5 of the Education Code of the State (commencing at Section 15100) and, with respect to the Refunding Bonds, Section 53550 et seq. of the California Government Code and, with respect to all of the Bonds, pursuant to a resolution of the Board of Education of the District adopted on February ___, 2012 (the “Resolution”), and a resolution of the Board of Supervisors of the City and County of San Francisco adopted on January 24, 2012. At an election held on November 8, 2011, more than 55% of the votes cast by eligible voters within the District authorized the District to issue up to $531,000,000 principal amount of general obligation bonds (the “Proposition A Authorization”). The Series A Bonds represent the first series of bonds issued under the Proposition A Authorization.

To assist us in our participation with others in the District’s preparation of its Preliminary Official Statement and Official Statement, we held discussions with, among others, representatives of the District, the City and County of San Francisco, and Tamalpais Advisors, Inc., as financial advisor to the District, and received from such parties various documents, written reports, financial statements and other material. The statements made and the information contained in portions of the Preliminary Official Statement and the Official Statement and, in particular, those in each of such documents under the caption “LEGAL MATTERS - No Litigation” and in Appendix A - “DISTRICT FINANCIAL AND DEMOGRAPHIC INFORMATION,” were on numerous occasions reviewed for their accuracy, completeness and materiality by responsible representatives of the District, and such representatives have certified or opined as of the date hereof as to the accuracy and completeness of such portions of the Preliminary Official Statement or Official Statement. As we do not serve as general counsel to the District and otherwise would not have any direct knowledge of such statements and information, we have relied upon such certifications and opinions of or information provided by such District representatives, without any independent investigation of such matters. In addition, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments and records, and have made such investigation of law, as we have considered necessary or appropriate for the purpose of this opinion, and we have assumed, but have not independently verified, that the signatures on all documents, certificates and opinions that we have reviewed are genuine. In our examination, we have assumed, but have not independently verified, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies or by facsimile or other means of electronic transmission or which we obtained from sites on the internet, and the authenticity of the originals of such latter documents. As to facts and certain other matters and the consequences thereof relevant to the opinions expressed herein and the other statements made herein, we have relied without independent investigation or verification upon, and assumed the accuracy and completeness of, (a) certificates, letters (including opinion letters), and oral and written statements and representations of public officials, officers and other representatives of the District and the City and County of San Francisco, counsel for the District, and others, and (b) the representations and warranties in the Purchase Agreement.
In delivering this letter, we are not expressing any view on the validity or accuracy of documents, certificates or opinions we have examined.

We have advised the District as to its responsibilities under and as to the application to its circumstances as represented to us of applicable laws, rules and other pronouncements of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, and judicial decisions, including particularly those relating to the materiality of factual disclosures in municipal and other securities offerings. We have considered the types of representations contained in offering documents distributed by other issuers, including states, localities and authorities, to the extent that we deem them relevant to the District. Because the primary purpose of our professional engagement was not to establish factual matters and because of the wholly or partially nonlegal character of many determinations involved in the preparation of the Preliminary Official Statement and Official Statement, we do not pass upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any of such statements.

We did not participate in the preparation of the appendices to the Preliminary Official Statement and Official Statement captioned “APPENDIX C – EXCERPTS FROM FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2011,” “APPENDIX D – BOOK-ENTRY ONLY SYSTEM,” and “APPENDIX F – EXCERPTS FROM THE CITY AND COUNTY OF SAN FRANCISCO INVESTMENT PORTFOLIO REPORT,” and we express no view thereon, nor on any other reports, financial or statistical data and forecasts, financial statements, numbers, estimates, assumptions or expressions of opinion in or incorporated by reference in the Preliminary Official Statement or Official Statement or any information concerning The Depository Trust Company, New York, New York or the book-entry system contained or incorporated by reference therein.

Based upon and subject to the foregoing and the qualifications respecting the scope and nature of our engagement, we advise you that, during the course of our representation of the District as disclosure counsel on this matter, no facts came to the attention of the attorneys in our firm rendering legal services in connection with such representation that caused us to believe that:

1. the Preliminary Official Statement (excluding, with your permission, portions identified in the preceding paragraph), as of the date thereof, contained any untrue statement of a material fact or omitted 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

2. the Official Statement (excluding, with your permission, portions identified in the preceding paragraph), as of the date thereof and as of the date hereof, contained or contains any untrue statement of a material fact or omitted 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.

This opinion is issued as of the date hereof, and we assume no obligation to update or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention with respect to the statements expressed above, including any changes in applicable law that may hereafter occur.
This letter refers only to the Bonds as delivered to the respective Underwriters, and no view is expressed as to any offering by the Underwriters or others of derivative instruments with investment characteristics not identical to those of the Bonds.

The opinions expressed and the statements made herein are expressed and made as of the time of closing of the sale of the Bonds to the respective Underwriters on the date hereof. Such opinions and statements may be adversely affected by actions taken or events occurring, including a change in law, regulation or ruling (or in the application or official interpretation of any law, regulation or ruling) after such time. We have not undertaken to determine, or to inform any person, whether such actions are taken or such events occur, and we have no obligation to update this letter in light of such actions or events or for any other reason. Our engagement with respect to this matter has terminated as of the date hereof.

We are not expressing any opinion or advice with respect to the authorization, execution, delivery or validity of the Bonds, or the exclusion from gross income for federal, State or local income tax purposes of interest on the Bonds.

This letter is being delivered to you solely for your benefit and may not be used, circulated, quoted, otherwise referred to for any other purpose, or relied upon by anyone else (including, but not limited to, any person who acquires any Bonds from the Underwriters) without our prior written consent, except that reference may be made to it in any list of closing documents pertaining to the issuance of the Bonds. No attorney-client relationship exists or has existed between our firm and any of the Underwriters in connection with the issuance and sale of the Bonds, and none is created by virtue of this opinion. This opinion is not intended to and may not be relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed.

Respectfully submitted,
EXHIBIT C
COSTS OF ISSUANCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated</th>
</tr>
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<tbody>
<tr>
<td>BOND COUNSEL AND BOND ELECTION SERVICES - SIDLEY AUSTIN - Fee</td>
<td>$108,692.50</td>
</tr>
<tr>
<td>DISCLOSURE COUNSEL - SIDLEY AUSTIN - Fee</td>
<td>38,000.00</td>
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<tr>
<td>PAYING AGENT (CITY AND COUNTY OF SF TREASURER'S OFFICE)</td>
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<tr>
<td>CITY'S 2011 BOND ELECTION COSTS BILLED TO SFUSD</td>
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<tr>
<td>CITY'S OFFICE OF PUBLIC FINANCE</td>
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<tr>
<td>CITY CONTROLLER'S OFFICE</td>
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<td>COSTS ADMINISTRATOR</td>
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<tr>
<td>DISSEMINATION FEE (DAC's fees)</td>
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<td>PRINTING/MAILING OF POS AND OS</td>
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<td>S &amp; P RATING FEE</td>
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<td>MOODY'S RATING FEE</td>
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<td>FINANCIAL ADVISORY FEE: TAMALPAIS ADVISORS, INC.</td>
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<td>FINANCIAL ADVISOR'S DISBURSEMENTS</td>
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<td>MISCELLANEOUS</td>
<td>2,385.89</td>
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<tr>
<td>All Costs</td>
<td>$549,089.82</td>
</tr>
</tbody>
</table>
EXHIBIT D

FORM OF NOTICE OF INTENTION TO SELL BONDS

$ *

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(City and County of San Francisco, California)
General Obligation Bonds
(Proposition A, Election of 2011)
Series A (2012)

NOTICE IS HEREBY GIVEN that the San Francisco Unified School District (the “District”), intends to offer for public sale on , 2012, $ aggregate principal amount of general obligation bonds of the District designated “San Francisco Unified School District, (City and County of San Francisco, California), General Obligation Bonds (Proposition A, Election of 2011), Series A (2012)” (the “Bonds”). The District intends to accept bids for the Bonds at [9:00 a.m.], Pacific Time, via sealed bids or via the Ipreo LLC’s BiDCOMP™/PARITY® System (“Parity”).

Within 26 hours of receipt of the bids, the Chief Financial Officer of the District, or his designee, will consider the bids received and, if an acceptable bid is received, award the sale of the Bonds on the basis of the lowest true interest cost so long as (i) the aggregate principal amount of Bonds does not exceed $ and (ii) the lowest true interest cost does not exceed 7%. In the event that no bid is awarded, the District will reschedule the sale to another date or time by providing notification through The Bond Buyer Wire, Thomson Financial (TM3) and/or Parity (the “News Services”). The District reserves the right to change the time or postpone the date of the sale to any other time or date by providing notification through the News Services.

NOTICE IS HEREBY FURTHER GIVEN that the Bonds will be offered for public sale subject to the terms and conditions of a Notice of Sale. A Preliminary Official Statement (which includes the Notice of Sale) will be available on or about , 2012 upon request to Tamalpais Advisors, Inc., 3030 Bridgeway, Suite 340, Sausalito, CA 94965, (415) 331-4473, the financial advisor to the District for the Bonds.

Dated: , 2012

By: 
Joseph C. Grazioli
Chief Financial Officer

* Preliminary, subject to change.
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA)
GENERAL OBLIGATION BOND
(Proposition A, Election of 2011)
Series A (2012)

INTEREST RATE: ___ % per annum
MATURITY DATE: __________ 15, __ __ __ __, 2012
DATED: __ __ __ __, 2012
CUSIP NO:

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 June 15 and December 15 of each year, commencing __ 15, 2012 (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 15th 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 __ 15, 2012, 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 $531,000,000 of bonds approved to repair and rehabilitate facilities to current accessibility, health, safety and instructional standards, replace worn-out plumbing, electrical and other major building systems, replace aging heating,
ventilation and air handling systems, renovate outdated classrooms and training facilities, construct facilities to replace aging modular 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 8, 2011 upon the question of issuing bonds in the amount of $531,000,000, and the resolution of the Board of Education of the District adopted on ______________, 2012 (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 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.

The Bonds shall be subject to redemption prior to their respective stated maturity dates at the option of the District, as provided below. The Bonds maturing on or before [June 15, 20__], are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after [June 15, 20__], are subject to redemption 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 the following redemption prices (expressed as a percentage of the principal amount of Bonds called for redemption), plus interest accrued thereon to the date fixed for redemption:

<table>
<thead>
<tr>
<th>Redemption Period (Dates Inclusive)</th>
<th>Redemption Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>[June 15, 20__ through June 14, 20__]</td>
<td>102%</td>
</tr>
<tr>
<td>[June 15, 20__ through June 14, 20__]</td>
<td>101</td>
</tr>
<tr>
<td>[June 15, 20__ and thereafter]</td>
<td>100</td>
</tr>
</tbody>
</table>
This Bond is also subject to mandatory sinking fund redemption in the amounts set forth below, prior to its stated maturity, in part (by lot), on each June 15, in the years 20_ through 20_, inclusive, 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:

[Schedule of sinking fund payments]

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 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 F
FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”), dated as of __________, 2012, is executed and delivered by San Francisco Unified School District (the “Issuer” or the “District”) 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 2011) General Obligation Bonds, Series A (2012) (the “Series A Bonds”) and the San Francisco Unified School District (City and County of San Francisco, California) 2012 General Obligation Refunding Bonds (the “Refunding Bonds” and, together with the Series A 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").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

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 2(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(b) 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)(3)(i) of the Rule and specified in Section 3(a) 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, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB 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 Issuer’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.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“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, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“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.

“Notice Event” means any event listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“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, if any, 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 Event Disclosure" means information of the category specified in any of subsections (e)(vi)(I) through (e)(vi)(II) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(I) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

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, 2012. 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 Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event 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 without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the Audited Financial Statements shall be filed in the same manner as the Annual Report when they become available.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of 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 Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. “Principal and interest payment delinquencies;”
2. “Non-Payment related defaults,” if material;
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, Internal Revenue Service notices or events affecting the tax status of the Bonds;”
7. “Modifications to rights of Bond holders,” if material;
8. “Bond calls,” if material;
9. “De feasances;”
10. “Release, substitution, or sale of property securing repayment of the Bonds,” if material;
11. “Ratings changes;”
12. “Tender offers;”
13. “Bankruptcy, insolvency, receivership or similar event of the District;”
14. “Merger, consolidation, or acquisition of the District,” if material;
15. “Appointment of a successor or additional trustee, or the change of name of a trustee,” if material;

(v) upon the occurrence of a Failure to File Event as described in Section 2(b)(ii) or 2(c) of this Disclosure Agreement, promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”
7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

(viii) 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.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the
same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) 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.

(b) To the extent not included in the Audited Financial Statements of the Issuer, the Annual Report shall also include the following Annual Financial Information.

(i) District average daily attendance.

(ii) Issuer outstanding debt.

(iii) Information regarding total assessed valuation of taxable properties within the Issuer, if and to the extent provided to the Issuer.

(iv) Information regarding total secured tax charges and delinquencies on taxable properties within the Issuer, if and to the extent provided to the Issuer.

(v) Information regarding total assessed valuation and parcels by land use.

(vi) Information regarding the assessed valuation per parcel of single family homes.

(vii) Information regarding the largest local secured taxpayers.

(viii) Adopted general fund budget of the District and any amendments for the current fiscal year through the Annual Filing Date.

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.

The descriptions contained in clause (b) above of financial information and operating data to be included in the Annual Report are of general categories or types of financial information and operating data. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, or due to changes in accounting practices, legislative or organizational changes, a statement to that effect shall be provided in lieu of such information. Comparable information shall be provided if available.

SECTION 4. Reporting of Notice Events.

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

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;
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, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the District;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

The District shall, in a timely manner not in excess of 10 business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the District desires to make, contain the written authorization of the District for the Disclosure Dissemination Agent to disseminate such information, and identify the date the District desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(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 will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the
Issuer determines that a Notice Event has occurred) 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) of this Section 4, together with a Certification and 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 identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information, provided that such date is not later than the tenth business day after the occurrence of the Notice Event.

(c) 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 MSRB in accordance with Section 2(e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

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, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, 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 duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. 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 Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify 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 this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify 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 this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.
(d) 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, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure 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, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

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, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

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 30 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 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 shall not incur any liability.
and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

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 underwriter, 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.
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

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F-12
EXHIBIT B

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

Issuer: San Francisco Unified School District

Obligated Person: San Francisco Unified School District

Name of Bond Issue: San Francisco Unified School District (City and County of San Francisco, California) (Proposition A, Election of 2011) General Obligation Bonds, Series A (2012) and San Francisco Unified School District (City and County of San Francisco, California) 2012 General Obligation Refunding Bonds

Date of Issuance: ________, 2012

Date of Disclosure Agreement: ________, 2012

CUSIP Number: 

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 Agreement, dated as of ________, 2012, 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

F-13
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:

[__________]

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

[__________]

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, if material;”
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, if material;”
8. ___ “Bond calls, if material;”
9. ___ “Defeasances;”
10. ___ “Release, substitution, or sale of property securing repayment of the securities, if material;”
11. ___ “Rating changes;”
12. ___ “Tender offers;”
13. ___ “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
14. ___ “Merger, consolidation, or acquisition of the obligated person, if material;” and
15. ___ “Appointment of a successor or additional trustee, or the change of name of a trustee, if material.”

___ Failure to provide annual financial information as required.

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

Signature: 
EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying “voluntary event disclosure” will be sent to the MSRB, pursuant to the Continuing Disclosure Agreement dated as of _____ between the Issuer and DAC.

Issuer’s and/or Other Obligated Person’s Name:
San Francisco Unified School District

Issuer’s Six-Digit CUSIP Number:

[__________]

[__________]

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

[__________]

Number of pages attached: __

_____ Description of Material Events Notice (Check One):

1. ___ “amendment to continuing disclosure undertaking;”
2. ___ “change in obligated person;”
3. ___ “notice to investors pursuant to bond documents;”
4. ___ “certain communications from the Internal Revenue Service;”
5. ___ “secondary market purchases;”
6. ___ “bid for auction rate or other securities;”
7. ___ “capital or other financing plan;”
8. ___ “litigation/enforcement action;”
9. ___ “change of tender agent, remarketing agent, or other on-going party;”
10. ___ “derivative or other similar transaction;” and
11. ___ “other event-based disclosures.”

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

Signature:

Name:_________________________________________ Title:_________________________________________

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

F-16
EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying “voluntary financial disclosure” will be sent to the MSRB, pursuant to the Continuing Disclosure Agreement dated as of ______ between the Issuer and DAC.

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

Issuer’s Six-Digit CUSIP Number:

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

Number of pages attached: ___

Description of Voluntary Financial Disclosure (Check One):

1.  ___ “quarterly/monthly financial information;”
2.  ___ “change in fiscal year/timing of annual disclosure;”
3.  ___ “change in accounting standard;”
4.  ___ “interim/additional financial information/operating data;”
5.  ___ “budget;”
6.  ___ “investment/debt/financial policy;”
7.  ___ “information provided to rating agency, credit/liquidity provider or other third party;”
8.  ___ “consultant reports;” and
9.  ___ “other financial/operating data.”

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

Signature:

Name: __________________________ Title: __________________________

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

F-17
Subject: Quality Education Investment Act (QEIA) Waivers

Requested Action: That the Board of Education of the San Francisco Unified School District will hold a Public Hearing for the Purpose of Approving the Submission of Applications for Waiver Relief from Complying with a Various Section(s) of Education Code for Schools Receiving Funding through the Quality Education Investment Act (QEIA).

The Board of Education is being asked to approve the submission of five waivers for Ed Code Section 52055.740(a)(I)A-D which requires the maintenance of specific class sizes for participants in QEIA.

The Board of Education is also being asked to approve the submission of three waivers of Ed Code Section 52055.740(a)(5) which requires participating schools to exceed the API growth target for the school averaged over the first three full years of funding.

Finally, the Board of Education is requested to approve the submission of one waiver of Ed Code Section 52055.740(d)(4) concerning teacher seniority at QEIA schools.

The detailed waivers to be requested are listed in the table below:

<table>
<thead>
<tr>
<th>School</th>
<th>Ed Code Section Requested to be Waived</th>
<th>Beginning of Waiver Period Requested</th>
<th>Annual Fiscal Impact*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanchez Elementary School</td>
<td>API target 52055.740(a)(5)</td>
<td>2011-12</td>
<td>$160,800</td>
</tr>
<tr>
<td>Dr. Charles Drew Elementary School</td>
<td>API target 52055.740(a)(5)</td>
<td>2011-12</td>
<td>$135,000</td>
</tr>
<tr>
<td>International Studies Academy</td>
<td>API target 52055.740(a)(5)</td>
<td>2011-12</td>
<td>$420,200</td>
</tr>
<tr>
<td>Malcolm X Elementary School</td>
<td>Class size 52055.740(a)</td>
<td>2011-12</td>
<td>$51,500</td>
</tr>
<tr>
<td>Muir Elementary School</td>
<td>Class size 52055.740(a)</td>
<td>2011-12</td>
<td>$134,500</td>
</tr>
<tr>
<td>Everett Middle School</td>
<td>Class size 52055.740(a)</td>
<td>2011-12</td>
<td>$306,900</td>
</tr>
<tr>
<td>Buena Vista Horace Mann</td>
<td>Class size 52055.740(a)</td>
<td>2011-12</td>
<td>$178,200**</td>
</tr>
<tr>
<td>Mission High School</td>
<td>Class size 52055.740(a)</td>
<td>2011-12</td>
<td>$844,000</td>
</tr>
<tr>
<td>Paul Revere K-8 School</td>
<td>Teacher Seniority 52055.740(d)(4)</td>
<td>2011-12</td>
<td>$300,800</td>
</tr>
</tbody>
</table>

*Fiscal impact is based on the annual enrollment for each school. Numbers represent the annual amount based on the 2011-12 enrollment.

**Funding is based on the prior year’s enrollment; this figure represents the enrollment of Horace Mann prior to the merger of Buena Vista and Horace Mann. Future year funding will be based on the total enrollment of the merged school.
Background: Fourteen SFUSD were selected as QEIA schools to receive funds annually; funded schools are required to meet several program requirements.

- Update the School Plan to focus on instructional improvement and include resources available under the program and all allowable categorical funds;
- Participate in the K-3 Class Size Reduction program and reduce class sizes in grades 4-12 to 25 or 5 fewer per class than the 2005-06 school year, whichever is fewer;
- Ensure that each teacher is highly qualified in the subject area(s) they teach;
- Provide high quality professional development to teachers and administrators on an annual basis;
- For high schools, maintain a pupil to credentialed counselor ratio of 300:1;
- Employ teachers with above average levels of experience for the District; and
- Exceed API growth targets, averaged over the first four years of participation and annually thereafter.

One participating school, Willie Brown Academy, has closed since the program began. All other schools have been compliant with the program requirements in areas not identified in the waiver applications.

Schools listed seeking class size waivers had usually small class sizes in the base year requiring class sizes as low as 8 students. Detailed current requirements and maximum class sizes requested are provided in each waiver document. Where possible, class sizes are aligned with the K-3 class size reduction program. In the case of BVHM, the request is for a one-year extension to comply with original guidelines of the program described above due to the merger of Buena Vista Elementary School and Horace Mann Middle School. For Mission High School, the waiver requests allowance to increase class size to 22.5 in 9th grade to be consistent with the current class sizes required in other grades.

The waiver of the requirement to exceed API growth targets is specific to schools with changes in grade configuration and special circumstances as detailed in the waiver applications.

A waiver request for Paul Revere Elementary School is also included. Significant turnover has resulted in lower teacher seniority at this site.

The District is required to submit waiver applications for the May State Board of Education by February 27, 2012.

Special Order of Business
2/14/12
San Francisco Unified School District
San Francisco, California

Regular Meeting of the Board of Education
February 14, 2012

Special Order of Business

SUBJECT: 2011-2012 Initial Re-opener Proposal from the San Francisco Unified School District to the United Administrators of San Francisco

REQUESTED ACTION: That the Board of Education holds a public hearing on the Initial Re-opener Proposal from the San Francisco Unified School District to the United Administrators of San Francisco.

Submitted by Tom Ruiz, Sr. Executive Director, Labor Relations

Approved by Carlos A. Garcia, Superintendent of Schools
Introduction

The District's last initial proposal leading up to the current negotiated administrators' contract stated: "This is a time of unprecedented uncertainty for California and its public schools." Little has changed in two years to alleviate this uncertainty.

The struggling state economy will continue to adversely impact the District. The need to prepare for significant expenditure reductions is certain, including costs represented in the negotiated certificated administrator contracts.

Even as the District pursues actions to secure its current and future solvency, including through negotiations, the overriding concern of both parties should be to assure, enhance, and sustain our ability to carry out the District's Vision:

Every SFUSD Student will graduate from high school, college and career ready with the skills, capabilities and dispositions necessary for the 21st century.

Therefore, all District proposals and responses to UASF proposals will be based on how and to what degree they are consistent with and contribute toward the further achievement of the following District Goals:

Goal 1: Access and Equity – Making social justice a reality.
Goal 2: Achievement – Engaging high achieving and joyful learners.
Goal 3: Accountability – Keeping our promises to our students and families.

The District looks forward to continuing our cooperative interest-based bargaining (IBB) with UASF as we prepare to achieve these Goals even while meeting the significant economic challenges facing all District stakeholders.

District Initial Economic Proposal

Pursuant to the Section 16.1 of the 2010-2013 Agreement between San Francisco Unified School District (SFUSD) and United Administrators of San Francisco (UASF), SFUSD proposes to reopen the following items for bargaining with respect to the 2012-2013 school year:
**Article 5 Salary and Fringe Benefits**
- Possible reduction (and concomitant adjustment in salary) to the length of the work year through furlough days.

**Article 7 Leaves**
- Possible elimination or suspension of sabbatical leaves.

**District Initial Proposal for Contract Language Changes**

The District also initially proposes to add language to the current administrator contract as appropriate and necessary to carry out the District's Vision and achieve its Goals in areas including but not limited to the following:

**Discipline Process and Procedures**
- Establishing a new article in the contract defining the process and procedure for administrative discipline.

**Early Education Department**
- Restructuring of the Early Education Department programs and administrative structures including but not limited to the establishment of PreK-5 and PreK-8 elementary sites with corresponding salary schedules to reflect the increased administrative responsibilities.

The District reserves the right to make additional proposals in areas not covered above consistent with its public notice obligations under Government Code section 3547, subdivision (d).
San Francisco Unified School District  
San Francisco, CA

Regular Meeting Board Meeting  
February 14, 2012

Special Order of Business

SUBJECT:  
2011-2012 Initial Proposal from United Educators of San Francisco (UESF) to San Francisco Unified School District

REQUESTED ACTION:  
That the Board of Education holds a public hearing on the Initial Proposal from UESF to San Francisco Unified School District.

Submitted by Tom Ruiz, Senior Executive Director, Labor Relations

Approved by Carlos A. Garcia, Superintendent of Schools
Sunshine Bargaining Proposal for the United Educators of San Francisco

for

Certificated and Classified Bargaining Units

July 1, 2012-June 30, 2015

In the most recent contract between the Union and the District (2010-2012), employees contributed a significant amount of their earnings to defray the burden of a deficit that they did not create. Over the life of the current contract, our members have watched as the district continued to make demands on employees to do more with less while creating yet another reorganization of its central administration as well as another scheme to organize its special education operation. Our members have continued to meet the needs of our students in the school buildings despite the hardships they have endured under the current contract.

As we enter into negotiations for a new contract for our certificated and classified bargaining units, the United Educators of San Francisco is committed to maintaining stability within the classroom and providing enhanced support services for the classroom while, at the same time, seeking diminution of the sprawling bureaucracy that administers the programs of the district.

The union believes that only by supporting the classroom, providing the professional development voted by the citizens of the city when they supported the Quality Teaching and Education Act in 2008, holding firmly to class size maximums, and reversing the damaging impacts of the previous cost-saving efforts can the District pay more than cynical lip service to its mission of eliminating achievement gaps and providing a world-class education for all its students.

**Economic Issues**

Furlough days and re-allocations of monies voted on as part of the 2008 parcel tax were temporary, one-time cost-saving measures that expire with the current contract. San Francisco teachers and paraprofessionals are united with parents in opposing any extension of these measures that are harmful to students and contrary to what voters intended when they taxed themselves in 2008 to support our schools. We are leading efforts to place a measure on the November ballot to restore state funding to education and vital services that allow students to go to school ready to learn.

Union proposes that members receive:

- cost-of-living and other wage increases.
- increases in the district paid portion of health care coverage.
• the identification and standardization of all stipends as part of the new contract and the elimination of the varied and unregulated practices of doling out stipends for work done by unit members

Working Conditions and Benefits

The Union seeks

• Firm class size maximums in all classes, not just those covered under Class Size Reduction provisions

• Professional Development consistent with the program established by QTEA

• Guaranteed adequate supplies for teaching and learning

• Comprehensive rules for dealing with student behavior issues

• Freedom from the use of standardized testing in evaluation of personnel

• Elimination of excessive testing and a mutually agreed upon comprehensive plan for the administration and integration of necessary tests into classroom curricula

• Maintenance and enhancement of existing benefits including a method for the equitable priority placement of the children of unit members in SFUSD schools

The union retains its right to propose other issues not referred to in the listings above.
SUBJECT: APPROVAL OF STUDENT TRAVEL

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

<table>
<thead>
<tr>
<th>SCHOOL:</th>
<th>Roosevelt Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>EDUCATIONAL PURPOSE OF TRIP:</td>
<td>1. To introduce U.S. history and government with an educational experience that immerses students in the culture and heritage of the country. 2. To visit some of the historical sites discussed in the Social Studies curriculum.</td>
</tr>
<tr>
<td>NO. OF STUDENTS PARTICIPATING:</td>
<td>30</td>
</tr>
<tr>
<td>LENGTH OF TRIP:</td>
<td>5 days</td>
</tr>
<tr>
<td>DESTINATION(S):</td>
<td>Washington D.C., Williamsburg, Yorktown</td>
</tr>
<tr>
<td>NAMES OF SFUSD EMPLOYEES ACCOMPANYING STUDENTS:</td>
<td>Stuart Briggs, Ruby Tsang</td>
</tr>
<tr>
<td>SOURCE OF FUNDING:</td>
<td>Personal funding, scholarships, and fundraising</td>
</tr>
<tr>
<td>DESCRIPTION OF STUDENT SELECTION PROCESS:</td>
<td>Open to all Roosevelt students</td>
</tr>
<tr>
<td>COST OF TRIP:</td>
<td>$2,135.00</td>
</tr>
<tr>
<td>COST TO DISTRICT:</td>
<td>$: 0</td>
</tr>
</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 (MEGANS 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: Carlos A. Garcia  Date: 1/30/12

Approved by:  Date: 2-1-12
**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.

<table>
<thead>
<tr>
<th>#</th>
<th>AMOUNT:</th>
<th>$10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANTING AGENCY:</td>
<td>SF Dept of Public Health</td>
<td></td>
</tr>
<tr>
<td>GRANT TITLE:</td>
<td>SF Dept of Public Health Award for Nursing Support at Burton HS</td>
<td></td>
</tr>
<tr>
<td>GDO CONTROL #:</td>
<td>1110</td>
<td></td>
</tr>
<tr>
<td>SITE:</td>
<td>Burton</td>
<td></td>
</tr>
<tr>
<td>DATES OF GRANT:</td>
<td>January 3, 2012 - June 30, 2012</td>
<td></td>
</tr>
<tr>
<td>PURPOSE:</td>
<td>One-time grant award to support partial cost of a full-time nurse at Burton High School serving many high-need students. Nurse's duties will include assisting site with implementation of school health programs and coordination of services through Student Success Teams at the site to address academic, behavioral, attendance and health related needs of students.</td>
<td></td>
</tr>
<tr>
<td>EVALUATION:</td>
<td>Level 1: No evaluation necessary</td>
<td></td>
</tr>
<tr>
<td>DISTRICT GOAL:</td>
<td>Goal 2: Student Achievement</td>
<td></td>
</tr>
<tr>
<td>PROGRAM MANAGER:</td>
<td>Bill Kappenhagen</td>
<td></td>
</tr>
</tbody>
</table>
**SUBJECT: BUDGET TRANSFERS FOR FISCAL YEAR 2011-2012**

**REQUESTED ACTION:**

The Superintendent recommends changes to the FY 2011-12 Budget as adopted by the Board of Education on June 28, 2011. 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: 01</th>
<th>RESOURCE: 00000</th>
<th>SCH / ORG: 176</th>
<th>PROGRAM MANAGER: Ritu Khanna</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCH/DEPT NAME:</td>
<td>RPA-Achievement Assessments Office</td>
<td>PROGRAM TITLE: Unrestricted General Fund</td>
<td></td>
</tr>
</tbody>
</table>

**FROM:**

- 2301 - Classified Supervisor / Admin: $75,790.66
- 3000s - Classified Employee Benefits: $39,657.34
- 2901 - Other Classified Salaries - Permanent: $21,451.44
- 3000s - Classified Employee Benefits: $13,151.77

**TO:**

- 1901 - Teachers on Special Assignment (TSAs) & Other Cert. Salaries: $48,708.53
- 3000s - Certificated Employee Benefits: $21,184.09
- 4551 - Printing - In House: $5,000.00
- 5850 - Printing & Engraving - Outside Vendor: $45,000.00
- 5622 - Rental/Lease of Equipment: $7,400.00
- 5890 - Other Services & Other Expenses: $10,288.37
- 4552 - Postage - In House: $12,472.22

**EXPLANATION:**

The transfer of these accounts is needed in order to implement and/or realign program needs. Availability of funds is due to an unfilled 0.98 FTE Administrator position and will be used to pay for a 1.0 FTE teacher on special assignment position to support formative assessment at the Achievement Assessment Office, printing costs of STAR testing materials, lease/rental of Xerox equipment, other services and expenses and postage for mailing STAR reports and college enrollment information received from the National Student Clearinghouse to students' families.
2 FUND: 01 RESOURCE: 00000 SCH / ORG: 233 PROGRAM MANAGER Tom Ruiz

SCH/DEPT NAME: Labor Relations
PROGRAM TITLE: Unrestricted General Fund

FROM:
- 2301 - Classified Supervisor / Admin $39,495.31
- 3000s - Classified Employee Benefits $13,813.61

TO:
- 1308 - Certificated Administrators' Stipends $26,515.32
- 3000s - Certificated Employee Benefits $4,390.94
- 2403 - Tech, Clerk & Other Office Salaries - Temporary $17,558.32
- 3000s - Classified Employee Benefits $4,844.34

EXPLANATION:
The transfer of these accounts is needed in order to implement and/or realign program needs. Availability of funds is due to a vacant classified administrator position and will be used to pay for certificated administrators' stipends, and for salaries and related benefits for a temporary office clerk to backfill for a clerk out on medical leave.

3 FUND: 01 RESOURCE: 07940 SCH / ORG: 134 PROGRAM MANAGER Patricia Gray

SCH/DEPT NAME: Superintendent's Zone PreK-12 Bayview & Paul Revere
PROGRAM TITLE: UGF/Tier III-Targeted Instructional Improvement Block Grant

FROM:
- 5803 - Consultant Fees $21,500.00
- 4313 - Other Supplies $17,377.00
- 4490 - All Other Equipment <$25,000.00 per unit $4,123.00

EXPLANATION:
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 consultant fees and will be used to pay for supplies and for the purchase of computers and computer tables for the computer lab at Malcolm X Elementary School.

4 FUND: 01 RESOURCE: 07940 SCH / ORG: 191 PROGRAM MANAGER Dee Dee Desmond

SCH/DEPT NAME: Reform & Accountability
PROGRAM TITLE: UGF/Tier III-Targeted Instructional Improvement Block Grant

FROM:
- 5803 - Consultant Fees $23,152.70

TO:
- 1901 - Teachers on Special Assignment (TSAs) & Other Cert. Salaries $16,120.00
- 3000s - Certificated Employee Benefits $7,032.70

EXPLANATION:
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 consultant fees and will be used to pay for a teacher on special assignment at Denman Middle School for the second semester of 2011-2012 academic year.
### Agenda Item 2b. (122-14B2)

#### 5 FUND: 01 RESOURCE: 07940 SCH / ORG: 270 PROGRAM MANAGER: Ritu Khanna

| SCH/DEPT NAME: | Research, Planning & Accountability |
| PROGRAM TITLE: | UGF/Tier III-Targeted Instructional Improvement Block Grant |
| FROM: | 2901 - Other Classified Salaries - Permanent |
| | 3000s - Classified Employee Benefits |
| TO: | 5850 - Printing & Engraving - Outside Vendor |
| | 4551 - Printing - In House |
| EXPLANATION: | 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 and related benefits due to delays in filling the position, and will be used to pay for printing and processing costs for SFUSD 2012 Satisfaction Surveys. |

#### 6 RESTRICTED GENERAL FUND FUND: 01 RESOURCE: 41248 SCH / ORG: 153 PROGRAM MANAGER: Yashica Crawford

| SCH/DEPT NAME: | Student Service Support-ExCEL |
| PROGRAM TITLE: | NCLB 21st Century Learning-One Time |
| FROM: | 5803 - Consultant Fees |
| TO: | 4313 - Other Supplies |
| EXPLANATION: | 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 consultant fees and will be used to pay for supplies for the ExCEL after school program. |

#### 7 FUND: 01 RESOURCE: 41248 SCH / ORG: 725 PROGRAM MANAGER: Yashica Crawford

<p>| SCH/DEPT NAME: | Mission High School |
| PROGRAM TITLE: | NCLB 21st Century Learning-One Time |
| FROM: | 4310 - Instructional Supplies |
| | 1105 - Certificated Hourly (Extended Hours) |
| | 3000s - Certificated Employee Benefits |
| TO: | 5100 - Subagreement for Consultants |
| | 2902 - Other Classified Salaries |
| | 3000s - Classified Employee Benefits |
| EXPLANATION: | 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 instructional supplies and certificated extended hours and related benefits and will be used to pay for subagreements for consultants and other classified salaries and benefits for the ExCEL after school program at Mission High School. |</p>
<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>EXPLANATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5803 - Consultant Fees</td>
<td>4313 - Other Supplies</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 consultant fees and will be used to pay for supplies for the ExCEL after school program.</td>
</tr>
</tbody>
</table>

Submitted by: Reeta Madhavan  
Date: 02/02/12  
Director of Budget Services

Approved by: Joseph C. Grazioli  
Date: 02/12/12  
Chief Financial Officer
San Francisco Unified School District
San Francisco, California

(Regular Board Meeting of February 14, 2012)

SUBJECT: AUTHORIZATION OF TRAVEL FOR BOARD MEMBERS
- Commissioner Hydra B. Mendoza
Reimbursement to Board Member: $565.80
Total Cost of Travel: $565.80

REQUESTED ACTION: That the Board of Education authorizes the District to reimburse Commissioner Hydra B. Mendoza for expenses that were incurred on November 8 – 11, 2011 for her attendance at the Policy Link Equity Summit 2011 in Detroit, Michigan.

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 OF TRAVEL FOR BOARD MEMBERS
- Commissioner Hydra B. Mendoza
Reimbursement to Board Member: $285.98
Total Cost of Travel: $285.98

REQUESTED ACTION: That the Board of Education authorizes the District to reimburse Commissioner Hydra B. Mendoza for expenses that were incurred on August 22 – 24, 2011 for her attendance at the JP Morgan CHASE 2011 California Nonprofit Leadership Summit in San Diego, California.

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
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Regular Board Meeting of February 14, 2012

SUBJECT:  AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH UCSF CHILD AND ADOLESCENT SERVICES (Department of Psychiatry)

REQUESTED ACTION:

That the Board of Education of the San Francisco Unified School District authorize the Superintendent and/or his designee to enter into an MOU with UCSF Child and Adolescent Services (Department of Psychiatry) for mental health services at three elementary schools.

BACKGROUND:

UCSF has been implementing mental health services through the Healthy Environments and Response to Trauma in Schools (HEARTS): Creating Trauma-Sensitive School Environments program for SFUSD students since August 2009.

As of August 2011, UCSF-HEARTS has spent over 4,000 on-site hours at SFUSD schools, providing on-site mental health services, consultation, crisis-management, training, teacher wellness groups and other assistance as needed. Well over 2,800 SFUSD students have been impacted by UCSF HEARTS program. UCSF HEARTS will provide mental health services on-site to students impacted by trauma (including individual and/or family therapy, and collateral meetings with parents/caregivers and school staff), professional development training and consultation to school staff. There have been additional hours spent training and consultation at the wider school district level also.

UCSF will be working at Bret Harte and El Dorado Elementary Schools 3 full days a week and Rosa Parks Elementary for 4 hours per week.

SUBMITTED BY:  

Kevin Truitt  
Associate Superintendent

APPROVED:

Carlos A. Garcia  
Superintendent

Agenda Item  
2e. (122-14B5)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California
Board Meeting 2/14/12

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 between SIM Architects 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 modification on behalf of the District and encumber sufficient funds from the 1990 School Facility Safety Special Tax Fund and Capital Facilities Fund.

1990 SCHOOL FACILITY SAFETY SPECIAL TAX FUND:
Appropriation 21-90360-2012-0000-8500-6219-11454 -- Arch./Eng. Fees-Change Order - $198,338.00

CAPITAL FACILITIES FUND:
Appropriation 25-00000-2012-0000-8500-6219-11454 -- Arch./Eng. Fees-Change Order - $43,313.40

MODIFICATION OF CONTRACT:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONROE ELEMENTARY SCHOOL</td>
<td>$241,651.40</td>
</tr>
</tbody>
</table>

modify the existing contract with SIM Architects for additional services

RECOMMENDATION:
It is recommended that the sum of $241,651.40 as offered by SIM Architects be accepted.

BACKGROUND:
This contract was for architectural/engineering design services for the structural upgrades and modernization of the existing building to accommodate the enrollment growth/expansion of at this school site. The scope was changed to include a new building addition, rather than modernizing the existing bungalows at the play yard. The scope of work consisted of project assessment, schematic design, design developments, construction documents, DSA approval, bidding, construction bid, procurement and administration, project closeout with final DSA certification.

This modification is for design of the new building and new sprinklers due to the added square footage of the new building.

Original contract amount (Resolution 113-8W19, March 8, 2011) $90,000.00
Previous Modifications $581,637.00
Contract to be increased by this Modification #3 (amount not-to-exceed) $241,651.40
New Total Contract amount as modified $913,288.40

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 2/14/2012

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 between Cervantes Design Associates and the San Francisco Unified School District for an amount not to exceed $33,360 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the modification on behalf of the District and encumber sufficient funds from the Proposition 39 School Repair Program Fund (Proposition A 2011 Fund).

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND (PROPOSITION A 2011 FUND):
Appropriation 21-11523-2012-0000-8500-6219-11356 - Architectural/Engineering Fees-Change Order

MODIFICATION OF CONTRACT:

<table>
<thead>
<tr>
<th>MODIFICATION</th>
<th>DESCRIPTION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mod. No. 1</td>
<td>MCKINLEY ELEMENTARY SCHOOL</td>
<td>$33,360</td>
</tr>
<tr>
<td>To</td>
<td>modify the existing contract with Cervantes Design Associates for additional services</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION:
That the Board of Education approve this modification between Cervantes Design Associates and the San Francisco Unified School District for an amount not to exceed $33,360 and instruct the Chief Facilities Officer or designee to sign all documents necessary for the execution of the modification on behalf of the District and encumber sufficient funds from the Proposition 39 School Repair Program Fund (Proposition A 2011 Fund).

BACKGROUND:
This contract was for architectural/engineering design services for the window replacement at McKinley ES. The scope of work will consist of new upgrade windows complying with the California Building Code. The contract includes preliminary design, design development, construction documents and DSA approval.

This modification is to include contract bid services, construction administration and DSA closeout for the McKinley ES window replacement project.

Original contract amount (Resolution 104-13W34, April 13, 2010) $60,000.00
Previous Modifications $0
Contract to be increased by this Modification #1 (amount not-to-exceed) $33,360.00
New Total Contract amount as modified $93,360.00

Submitted by: Yonko Radonov, Director Facilities Design & Construction

Submitted by: Leonard Tom, Director Finance and Administration

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

Agenda Item 3b. (122-14W2)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California
Board Meeting 2/14/2012

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 between Pinguelo Construction, Inc. and the San Francisco Unified School District for an amount not to exceed ($1,971.24) and instruct the Chief Facilities Officer or designee to sign all the documents necessary for the execution of the modification on behalf of the District and credit funds to the Proposition 39 School Repair Program Fund.

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND:
Appropriation 21-90390-2012-0000-8500-6279-10759 – Construction – Change Order – ($1,971.24)

MODIFICATION OF CONTRACT:

<table>
<thead>
<tr>
<th>MODIFICATION OF CONTRACT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mod. No. 3</td>
</tr>
<tr>
<td>To</td>
</tr>
<tr>
<td>Contract 01337</td>
</tr>
</tbody>
</table>

DESCRIPTION |

ALVARADO ELEMENTARY SCHOOL
modify the existing contract with Pinguelo Construction, Inc.

COST ($1,971.24)

RECOMMENDATION:
That the Board of Education approve this modification between Pinguelo Construction, Inc. and the San Francisco Unified School District for an amount not to exceed ($1,971.24) and instruct the Chief Facilities Officer or designee to sign all the documents necessary for the execution of the modification on behalf of the District and encumber sufficient funds from the Proposition 39 School Repair Program Fund.

BACKGROUND:
This contract was for the window replacement and window shades at Alvarado ES. The scope of work consisted of hazardous material abatement, selective demolition, aluminum windows, rough carpentry, painting and roller shades.

This change order is for a credit due to deletion of scope of work on fan type shades in the multipurpose room per request by Principal.

| Original contract amount (Resolution 111-11W15, January 11, 2011) | $882,126.00 |
| Previous approved modifications | $57,651.66 |
| Contract to be decreased by this Modification #3 (amount not-to-exceed) | ($1,971.24) |
| New Total Contract amount as modified | $937,806.42 |
| Total % of modification amounts to original contract amount | 6.3% |

Submitted by: Yonko Radonov, Director Facilities Design & Construction
Submitted by: Leonard Tom, Director Finance and Administration
Recommended by: David L. Goldin A.I.A. Chief Facilities Officer

Agenda Item
3c. (122-14W3)
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 $6,440.00 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 #21-90391-2012-0000-8500-6219-11083 - Francis Scott Key Elementary School

CONTRACT:
Mod No. 7 to No. 01158
FRANCIS SCOTT KEY ES
Architectural/Engineering Services - Prop A 2006 Bond 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 $6,440.00 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 structural design and on-site coordination of the repair of the elevated restroom slab.

| Original Contract | $795,000.00 |
| Previous Modifications (No. 1-6) | $116,454.00 |
| This Modification No. 7 (amount not exceed) | $6,440.00 |
| Total contract as modified | $917,894.00 |

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 2/14/12

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 DL Falk Construction and the San Francisco Unified School District for an amount not to exceed $89,634.00 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 #21-90391-2012-0000-8500-6279-11091-1350 7th Ave

CONTRACT:
Mod # 5 to
Contract #01343

DESCRIPTION
1350 7th Ave
Building Construction – Prop A 2006 Bond Program

COST
$89,634.00

RECOMMENDATION:
That the Board of Education approve this contract modification between DL Falk Construction and the San Francisco Unified School District for an amount not to exceed $89,634.00 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 1350 7th Ave as required by San Francisco Unified School District’s Proposition A 2006 Bond Program.

The base scope of work covered by the bid amounts include: New accessible ramp and landings, new fire alarm and sprinkler system, modify and relocate restrooms, installation of new interior stairways, new elevator, new interior work, new window install, and seismic upgrade to west wall, and other improvements required by applicable building codes or SFUSD’s obligations under its settlement in Lopez v. SFUSD.

This modification includes misc framing, plumbing, electrical, fire dampers, steel work, concrete and underground work and other misc. items.

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$5,997,000.00</th>
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<tbody>
<tr>
<td>Previous Approved Modifications(4)</td>
<td>$ 292,859.00</td>
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<tr>
<td>This Modification (#5)</td>
<td>$ 89,634.00</td>
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<tr>
<td><strong>Total Contract Amount as Modified</strong></td>
<td><strong>$ 6,379,493.00</strong></td>
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<td>% of Modification</td>
<td>6.38%</td>
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</table>

Submitted by:
Maureen Shelton
Director of Construction Management

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

Agenda Item
3e. (122-14W5)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 02/14/12

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 $90,774.00 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 #21-90391-2012-0000-8500-6279-11082 –Chinese Immersion School at De Avila

CONTRACT:
Mod. #06 to No. #001351

DESCRIPTION
Chinese Immersion School at De Avila
Building Construction – Prop A 2006 Bond Program

COST
$90,774.00

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 $90,774.00 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 Chinese Immersion School at De Avila 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, 2 new play structures, toilet room accessibility upgrades, door and gate hardware, upgrading signage and fire alarm system upgrade and other improvements required by applicable building codes or SFUSD's obligations under its settlement in Lopez v. SFUSD. The District has chosen to not include deductive alternates 1, 2 & 3 comprised of the omission of 3rd floor restroom finishes, 3rd floor teaching walls, and exterior painting, along with additive alternate 1 for replacement of interior lighting. The District has chosen to include additive alternates 1 and 2 to the work including additional door replacement and ceramic tile finish in the corridors making the total award to Alten Construction $6,867,600.00.

This modification is for revisions to include exterior painting of the east and west building facades.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
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<td>Previous Approved Modifications</td>
<td>$503,925.00</td>
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<tr>
<td>This Modification (#06)</td>
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<td>Total Contract Amount as Modified</td>
<td>$7,462,299.00</td>
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<td>% of Modification</td>
<td>8.66%</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
3f. (122-14W6)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California
Board Meeting 02/14/12

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 $119,177.00 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 # 21-90391-2012-0000-8500-6279-11081 -- Francisco MS

CONTRACT:
Mod. No. 5 to No. #01372
Francisco MS
Building Construction – Prop A 2006 Bond 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 $119,177.00 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 work for 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, new windows, roof repair, upgrading signage and other improvements required by applicable building codes or SFUSD's obligations under its settlement in Lopez v. SFUSD.

This modification includes carpentry, concrete removal, soil removal, plumbing, painting, HVAC and electrical work for the project.

| Original contract amount | $ 11,215,661.00 |
| Previous Approved Modification(s) | $ 208,593.00 |
| Contract to be Increased by Modification #5 | $ 119,177.00 |
| New Total Contract Amount as Modified | $11,543,431.00 |
| Total % of modification amounts to original contract amount | 2.92% |

Submitted by:
Maureen Shelton
Director of Construction Management

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

Agenda Item
3g. (122-14W7)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California
Board Meeting 2/14/12

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 Zolman Construction & Development, Inc. (Zolman) and the San Francisco Unified School District for an amount not to exceed $100,257.00 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 #21-90391-2012-0000-8500-6279-11074 – Civic Center Secondary School Modernization

CONTRACT:
Mod. No. 03
No. #01410

DESCRIPTION
Civic Center Secondary School
Building Construction – Prop A 2006 Bond Program

COST
$100,257.00

RECOMMENDATION:
That the Board of Education approve a contract modification between Zolman and the San Francisco Unified School District for an amount not to exceed $100,257.00 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 work covered by the bid amounts include: seismic upgrade and general school modernization and reconstruction including ADA Access and Fire/Life-Safety upgrades, including but not limited to: miscellaneous site work, exterior door and frame replacement, re-roofing, interior partitions, ceilings, doors and related finishes, flooring, elevator upgrade and new wheelchair lift, plumbing, heating, ventilating and electrical systems, hazardous material/Asbestos remediation and other miscellaneous changes.

This modification includes patching wood floor diagram at former wall locations, demolition of remnant subsurface structures at locations of new shear wall foundation, installation of fire rated assemblies at the top and bottom of the shear, installation of new scupper assemblies at roof, disposal of unsuitable excavated soils and other miscellaneous changes.

Original contract amount (Resolution 116-14W17, June 14, 2011) $8,245,000.00
Previous Approved Modification(s) $449,983.00
Contract to be Increased by Modification #3 $100,257.00
New Total Contract Amount as Modified $8,795,240.00
Total % of modification amounts to original contract amount 6.7%

Submitted by:
Maureen Shelton
Director of Construction Management

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

Agenda Item
3h. (122-14W8)
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 Zolman Construction and the San Francisco Unified School District for an amount not to exceed $15,172.00 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 #21-90391-2012-0000-8500-6279-11087 – Guadalupe Elementary School

CONTRACT:

Mod #7

No. # 1419

RECOMMENDATION:

That the Board of Education approve this contract modification between Zolman Construction and the San Francisco Unified School District for an amount not to exceed $15,172.00 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 general modernization and reconstruction at Guadalupe Elementary School as required by San Francisco Unified School District's Proposition A 2006 Bond Program.

Scope of work includes ADA Access and Fire/Life-Safety upgrades, including but not limited to elevator structure addition, partial 2nd floor addition over existing roof, wheel chair lift, administration office and toilet renovations, interior finishes, doors with associated frames and hardware, windows, Multi-Purpose Room curtains, miscellaneous site work, hazardous material/Asbestos remediation and other misc. electrical, mechanical, and interior renovation and all other improvements required by applicable building.

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

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>Previous Modifications #1 to 6 (amount not exceed)</th>
<th>This Modification #7 (amount not exceed)</th>
<th>Total contract as modified</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 6,373,000.00</td>
<td>$ 324,935.00</td>
<td>$ 15,172.00</td>
<td>$ 6,713,107.00</td>
</tr>
</tbody>
</table>

Total % of modification amounts to original contract amount 5.34%

Submitted by: Maureen Shelton
Director of Construction Management

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

Agenda Item
3i. (122-14W9)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 2/14/12

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 Summit Building Services and the San Francisco Unified School District for an amount not to exceed $4,280.00 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 #21-90391-2012-0000-8500-5890-11092 - Gateway KIPP Charter Schools $4,280.00

CONTRACT:

Mod #12
No. 01249
Gateway / KIPP Charter Schools
Professional Cleaning Services – Prop A 2006 Bond Program

COST: $4,280.00

RECOMMENDATION:

That the Board of Education approve this modification to the Master Agreement between Summit Building Services and the San Francisco Unified School District for an amount not to exceed $4,280.00 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 professional cleaning 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. Previous modification was for cleaning services at Grattan ES, Luther Burbank ES, Buena Vista, Cleveland, Downtown, Cobb Elementary School and Francis Scott Key ES, Wallenberg HS, Aptos MS, and Hilltop HS.

This modification is for cleaning services at Gateway & KIPP Charter Schools after summer construction.

| Original Contract | $ 0.00 |
| Previous Modifications 1-11 (amount not exceed) | $123,016.00 |
| This Modification #12 (amount not exceed) | $ 4,280.00 |
| Total contract as modified | $127,296.00 |

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 2/14/12

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 to the Master Agreement between Sensible Environmental Solutions ("SES") and the San Francisco Unified School District for a net amount not to exceed $30,500 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 #21-90391-2012-0000-8500-6212-11091 – 1350 7th Ave

CONTRACT:
Mod. No. 22 to
Contract #01162

DESCRIPTION
1350 7th Ave
Industrial Hygienist Design and Monitoring – Prop A 2006 Bond Program

COST
$30,500

RECOMMENDATION:

That the Board of Education approve this contract modification to the Master Agreement between Sensible Environmental Solutions ("SES") and the San Francisco Unified School District for a net amount not to exceed $30,500 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. The original contract was for industrial hygienist services for Martin Luther King MS. Previously modifications to the Master Agreement provided industrial hygienists services to Edison ES, Glen Park ES, Dr. William Cobb ES, John Swett ES, New Traditions ES Greening, Ulloa ES Greening, Edison Charter Academy Campus, Guadalupe ES, 1360 43rd Ave Campus, 1350 7th Ave, Francisco MS, 2340 Jackson Street, Guadalupe, 1360 43rd Avenue, Gateway/KIPP, Francis Scott Key ES and Marshall ES Greening.

Scope of work for this modification includes additional industrial hygienist monitoring services for mold remediation at the 1350 7th Avenue project caused by the rain event of June 28, 2011 and associated time and materials claim by the general contractor.

| Original Contract Amount | $15,315.00 |
| Previous approved Modification (No. 1-21) | $1,733,192.00 |
| This Modification No. 22 (not-to exceed) | $30,500.00 |
| Total Contract Value as modified | $1,779,007.00 |

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 2/14/12

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 SCA Environmental Consultants 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 1990 School Facility Safety special Tax Fund.

1990 SCHOOL FACILITY SAFETY SPECIAL TAX FUND:
Appropriation 21-90360-2012-0000-8500-6212-11454 - Environmental Fees

CONTRACT:
No. 01464

DESCRIPTION
MONROE ELEMENTARY SCHOOL
Environmental services

COST
$10,025

RECOMMENDATION:
It is recommended that the fee of $10,025 as proposed by SCA Environmental Consultants be awarded.

BACKGROUND:
This contract is for environmental services for the modernization and new building addition at Monroe Elementary School. The scope of work consists of hazardous materials design services including pre-design inspection, development of drawings and specifications, submittal review, bidding services, testing and oversight during construction phase.

Performable by District Civil Service Classification: No
District Classification: None
Reason for Contracting Out: Specialized skill requirements renders project unsuitable for in-house staffing.

A Request for Proposal (RFP) was issued, and five (5) environmental consulting firms have responded. SCA Environmental Consultants is one of five consultants approved by the Board on June 8, 2010 (106-8W21) to provide environmental consulting and inspection services to district-wide schools.

Submitted by:
Yonko Radonov, Director
Facilities Design & Construction

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

Agenda Item
31. (122-14W12)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California
Board Meeting 2/14/12

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 Professional Service Industries, 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 1990 School Facility Safety special Tax Fund.

1990 SCHOOL FACILITY SAFETY SPECIAL TAX FUND:
Appropriation 21-90360-2012-0000-8500-6212-11382 - Environmental Fees

CONTRACT:
No. 01465

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>LONGFELLOW ELEMENTARY SCHOOL</td>
<td>$5,200</td>
</tr>
<tr>
<td>Environmental services</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION:
It is recommended that the fee of $5,200 as proposed by Professional Service Industries, Inc. be awarded.

BACKGROUND:
This contract is for environmental services for the structural upgrades and window replacement at Longfellow Elementary School. The scope of work consists of hazardous materials design services including field surveys, development of drawings and specifications, submittal review, bidding services, testing and project closeout.

Performable by District Civil Service Classification: No

District Classification: None

Reason for Contracting Out: Specialized skill requirements renders project unsuitable for in-house staffing.

A Request for Proposal (RFP) was issued, and five (5) environmental consulting firms have responded. Professional Service Industries, Inc. is one of five consultants approved by the Board on June 8, 2010 (106-8W21) to provide environmental consulting and inspection services to district-wide schools.

Submitted by:
Yonko Radonov, Director
Facilities Design & Construction

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

Agenda Item
3m. (122-14W13)
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 Sensible Environmental Solutions, Inc. and the San Francisco Unified School District for an amount not to exceed $54,180 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 A 2011 Fund).

PROPOSITION 39 SCHOOL REPAIR PROGRAM FUND (PROPOSITION A 2011 FUND):
Appropriation 21-11523-2012-0000-8500-6212-11356 - Environmental Fees

CONTRACT:
No. 01463

DESCRIPTION
MCKINLEY ELEMENTARY SCHOOL
Environmental services

COST
$54,180

RECOMMENDATION:
That the Board of Education approve this contract between Sensible Environmental Solutions, Inc. and the San Francisco Unified School District for an amount not to exceed $54,180 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 A 2011 Fund).

BACKGROUND:
This contract is for environmental services for the window replacement and shades installation at McKinley Elementary School. The scope of work consists of hazardous materials design services including pre-design inspection, development of drawings and specifications, submittal review, bidding services, testing and oversight.

Performable by District Civil Service Classification: No

District Classification: None

Reason for Contracting Out: Specialized skill requirements renders project unsuitable for in-house staffing.

A Request for Proposal (RFP) was issued, and five (5) environmental consulting firms have responded. Sensible Environmental Solutions, Inc. is one of five consultants approved by the Board on June 8, 2010 (106-8W21) to provide environmental consulting and inspection services to district-wide schools.

Submitted by:
Yonko Radonov, Director
Facilities Design & Construction

Submitted by:
Leonard Tom, Director
Finance and Administration

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

Agenda Item
3n. (122-14W14)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California
Board Meeting 2/14/12

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 Sensible Environmental Solutions, 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 1990 School Facility Safety Special Tax Fund.

1990 SCHOOL FACILITY SAFETY SPECIAL TAX FUND:
Appropriation 21-90360-2012-0000-8500-6212-11479 - Environmental Fees

CONTRACT:
No. 01462
DESCRIPTION
SAN FRANCISCO INTERNATIONAL HIGH SCHOOL
Environmental services
COST
$5,375

RECOMMENDATION:
It is recommended that the fee of $5,375 as proposed by Sensible Environmental Solutions, Inc. be awarded.

BACKGROUND:
This contract is for environmental services associated with the renovation project at the San Francisco International High School to accommodate the enrollment growth/expansion at this school site. The scope of work consists of hazardous materials design services including pre-design inspection, development of drawings and specifications, and bidding services.

Performable by District Civil Service Classification: No
District Classification: None
Reason for Contracting Out: Specialized skill requirements renders project unsuitable for in-house staffing.

A Request for Proposal (RFP) was issued, and five (5) environmental consulting firms have responded. Sensible Environmental Solutions, Inc. is one of five consultants approved by the Board on June 8, 2010 (106-8W21) to provide environmental consulting and inspection services to district-wide schools.

Submitted by:
Yonko Radonov, Director
Facilities Design & Construction

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

Agenda Item
30. (122-14W15)
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 2/14/12

SUBJECT:

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

REQUESTED ACTION:

That the Board of Education rescind Resolution # 121-10W13 that awarded modification #11 to contract #1067 by the amount of $23,400.00 to Ninyo & Moore and approve this contract modification to the Master Agreement for testing and inspection (#1066) between Ninyo & Moore and the San Francisco Unified School District for an amount not to exceed $23,400.00 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 #21-90391-2012-0000-8500-6280-11091 – 1350 7th Avenue

CONTRACT:

Modification #9 to No. #1066

1350 7th Avenue

DESCRIPTION

Testing & Inspection – Proposition A 2006 Bond Program

COST

$23,400.00

RECOMMENDATION:

That the Board of Education rescind Resolution # 121-10W13 that awarded modification #11 to contract #1067 by the amount of $23,400.00 to Ninyo & Moore and approve this contract modification to the Master Agreement for testing and inspection (#1066) between Ninyo & Moore and the San Francisco Unified School District for an amount not to exceed $23,400.00 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 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 includes materials testing and inspection services to ensure compliance with plans & specifications and DSA requirements. The cost estimate for this contract includes proposed costs to complete materials testing and inspection necessary for the completion of the tests and inspections. The original contract was for materials testing and inspection services at Cabrillo Admin Center and Modular Building. Previous modifications added services at Alice Fong Yu Alt ES, 555 Franklin, New Traditions Greening, Downtown HS, 2340 Jackson St. and 1350 7th Ave.

This modification is for additional scope of work to complete special inspections at 1350 7th Avenue caused by the rain event of June 28, 2011 and associated time and materials claim by the general contractor.

| Original Contract Value | $30,007.00 |
| Previous modification(s) | $274,616.00 |
| This Modification | $23,400.00 |
| Total Contract Value as Modified | $328,023.00 |

Submitted by:

Maureen Shelton
Director of Construction Management

Agenda Item

3p. (122-14W16)

Recommended by:

David L. Goldin, A.I.A.
Chief Facilities Officer
SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
San Francisco, California  
Board Meeting 2/14/12

SUBJECT:

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

REQUESTED ACTION:

That the Board of Education rescind Resolution # 121-10W4 that awarded modification #3 to contract #1190 by the amount of $39,375 to Loving & Campos and approve this contract modification between Loving and Campos and the San Francisco Unified School District for an amount not to exceed $55,540.00 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 #21-90391-2012-0000-8500-6219-11091 - 1350 7th Avenue

CONTRACT:

Modification #1 to No. #1267

Architectural/Engineering Services – Proposition A 2006 Bond Program

COST

$55,540.00

RECOMMENDATION:

That the Board of Education rescind Resolution # 121-10W4 that awarded modification #3 to contract #1190 by the amount of $39,375 to Loving & Campos and approve this contract modification between Loving and Campos and the San Francisco Unified School District for an amount not to exceed $55,540.00 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 for 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 language at 1350 7th Avenue. The scope of the services also includes these architectural and engineering services on an accelerated schedule in order to meet the district's deadline for building occupancy and use.

This modification is for additional construction administration work caused by the rain event of June 28, 2011 and associated time and materials claim by the general contractor.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Value</td>
<td>$857,370.32</td>
</tr>
<tr>
<td>Previous modification(s)</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>This Modification</td>
<td>$ 55,540.00</td>
</tr>
<tr>
<td>Total Contract Value as Modified</td>
<td>$912,910.32</td>
</tr>
</tbody>
</table>

Submitted by:  
Waziduddin Chowdhury  
Director of Project Management

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

Agenda Item  
3q. (122-14W17)
MEMORANDUM

DATE: January 31, 2012
TO: Esther Casco, Executive Assistant
FROM: Leonard Tom
       Director of Finance & Administration
       SFUSD Bond Program
THROUGH: David Goldin
         Chief Facilities Officer


Following is a list of Board Resolutions for the second and third quarters of FY 2011-2012 which had minor typographical errors. Please note this for your records.

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
<th>Resolution</th>
<th>Correction to</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/24/12</td>
<td>121-24W8</td>
<td>MODIFICATION # 29 TO CONTRACT #952 – MILLENNIUM CONSULTING ASSOCIATES: Correct typographical error – the Previous Approved Modification amount should be changed from: “$1,268,356.92” to “$1,268,359.92”. No impact on approved amount.</td>
</tr>
<tr>
<td>1/10/12</td>
<td>121-10W11</td>
<td>MODIFICATION #19 TO CONTRACT 980 – ELMAST CONSTRUCTION AND INSPECTION SERVICES: Revise last paragraph of Background information, by deletion of period at the end of “This Modification to the Master Agreement is for inspection services per DSA requirements at 1350 7th Avenue”, and include “caused by the rain event of June 28, 2011 and associated time and materials claim by the general contractor.” No impact on approved amount.</td>
</tr>
<tr>
<td>1/10/12</td>
<td>121-10W10</td>
<td>MODIFICATION #6 TO CONTRACT 939 – MCCARTHY BUILDING COMPANIES, INC: Revise last paragraph of Background information, by deletion of period at the end of “This Modification is due to time extension of the modernization project at 1350 7th Avenue,”, and include “caused by the rain event of June 28, 2011 and associated time and materials claim by the general contractor.” No impact on approved amount.</td>
</tr>
</tbody>
</table>
MODIFICATION #28 TO CONTRACT #952 – MILLENIUM CONSULTING ASSOCIATES: Correct typographical error – The total contract as modified amount should be corrected from $1,344,093.42 to $1,344,093.92. No impact on approved amount.

MODIFICATION #9 TO CONTRACT #1276 – ZOLMAN CONSTRUCTION & DEVELOPMENT: Correct typographical error – The funding year for the appropriation code for the credit amount of ($1,739.00) should be “2011” instead of “2010”. No impact on approved amount.
February 2, 2012

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.

The ethnicity and gender are presented below as they appear on the February 14, 2012 Board Agenda:

<table>
<thead>
<tr>
<th>Document</th>
<th>Vendor</th>
<th>Total Amount</th>
<th>DVBE Status</th>
<th>MBE/WBE Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT</td>
<td>Sensible Environmental Solutions</td>
<td>$5,375.00</td>
<td>Non-DVBE</td>
<td>Non-MBE/Non-WBE</td>
</tr>
<tr>
<td>CONTRACT</td>
<td>Sensible Environmental Solutions</td>
<td>$54,180.00</td>
<td>Non-DVBE</td>
<td>Non-MBE/Non-WBE</td>
</tr>
<tr>
<td>CONTRACT</td>
<td>SCA Environmental</td>
<td>$10,025.00</td>
<td>Non-DVBE</td>
<td>Non-MBE/Non-WBE</td>
</tr>
<tr>
<td>CONTRACT</td>
<td>Professional Service Industries</td>
<td>$5,200.00</td>
<td>Non-DVBE</td>
<td>Non-MBE/Non-WBE</td>
</tr>
<tr>
<td>MODIFICATION</td>
<td>SIM Architects</td>
<td>$241,851.40</td>
<td>Non-DVBE</td>
<td>Asian/Non-WBE</td>
</tr>
<tr>
<td>MODIFICATION</td>
<td>Cervantes Design Associates</td>
<td>$33,360.00</td>
<td>Non-DVBE</td>
<td>Hispanic/Female</td>
</tr>
<tr>
<td>MODIFICATION</td>
<td>Pinguelo Construction</td>
<td>$(1,971.24)</td>
<td>Non-DVBE</td>
<td>Non-MBE/Non-WBE</td>
</tr>
<tr>
<td>TOTAL:</td>
<td></td>
<td><strong>$347,820.16</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

San Francisco Unified School District  135 Van Ness Avenue  San Francisco  California 94102-5299
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 February 14, 2012 Board Agenda:

<table>
<thead>
<tr>
<th>Document</th>
<th>Vendor</th>
<th>Total Amount</th>
<th>DVBE Status</th>
<th>MBE/WBE Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>MODIFICATION</td>
<td>K2A Architecture + Interiors</td>
<td>$6,440.00</td>
<td>Non-DVBE</td>
<td>Non-MBE/Non-WBE</td>
</tr>
<tr>
<td>MODIFICATION</td>
<td>Ninyo &amp; Moore</td>
<td>$23,400.00</td>
<td>Non-DVBE</td>
<td>Non-MBE/Non-WBE</td>
</tr>
<tr>
<td>MODIFICATION</td>
<td>Sensible Environmental Solutions</td>
<td>$30,500.00</td>
<td>Non-DVBE</td>
<td>Non-MBE/Non-WBE</td>
</tr>
<tr>
<td>MODIFICATION</td>
<td>Summit Building Services</td>
<td>$4,280.00</td>
<td>Non-DVBE</td>
<td>Non-MBE/Non-WBE</td>
</tr>
<tr>
<td>MODIFICATION</td>
<td>Loving &amp; Campos Architects</td>
<td>$55,540.00</td>
<td>Non-DVBE</td>
<td>MBE/Non-WBE</td>
</tr>
<tr>
<td>MODIFICATION</td>
<td>DL Falk Construction</td>
<td>$89,634.00</td>
<td>Non-DVBE</td>
<td>Non-MBE/Non-WBE</td>
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<td>MODIFICATION</td>
<td>Alten Construction</td>
<td>$90,774.00</td>
<td>Non-DVBE</td>
<td>Non-MBE/WBE</td>
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<tr>
<td>MODIFICATION</td>
<td>Cal Pacific Construction</td>
<td>$119,177.00</td>
<td>Non-DVBE</td>
<td>MBE/Non-WBE</td>
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<tr>
<td>MODIFICATION</td>
<td>Zolman Construction and Development</td>
<td>$100,257.00</td>
<td>Non-DVBE</td>
<td>MBE/Non-WBE</td>
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<tr>
<td>MODIFICATION</td>
<td>Zolman Construction and Development</td>
<td>$15,172.00</td>
<td>Non-DVBE</td>
<td>MBE/Non-WBE</td>
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<tr>
<td></td>
<td><strong>TOTAL:</strong></td>
<td><strong>$535,174.00</strong></td>
<td></td>
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</tbody>
</table>

Enclosure(s)

cc: Leonard Tom, Fe Bongolan, Michelle Charlton, William Chow, Waziuddin Chowdhury, Andrea Dawson, Kristen Harper, Ryan Henderson, Erin Hirst, Dewitt Mark, Lori Shelton, Maureen Shelton, Alberto Vasquez, James Wong
SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
SAN FRANCISCO, CA  
February 14, 2012  

SUBJECT: Administrative, Secondary, Elementary Certificated Personnel Actions. 

Action Requested: That the Board of Education approves the following personnel actions. 

### PROBATIONARY APPOINTMENTS 

122-14F1  

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL</th>
<th>SUBJECT</th>
<th>FTE</th>
<th>EFF. DATE</th>
<th>END DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Han, Grace J.</td>
<td>Garfield E.S./Sutro E.S.</td>
<td>Spec Ed RSP</td>
<td>1.00</td>
<td>01/25/12</td>
<td></td>
</tr>
<tr>
<td>Murphy, Monica Katherine</td>
<td>A.P. Giannini M.S.</td>
<td>Spec Ed LH/RSP</td>
<td>0.40</td>
<td>01/09/12</td>
<td></td>
</tr>
<tr>
<td>Sandoval, Klaudia Roclo</td>
<td>Bryant CDC</td>
<td>School Age</td>
<td>0.57</td>
<td>01/03/12</td>
<td></td>
</tr>
<tr>
<td>Worman, Alan J.</td>
<td>Glen Park E.S.</td>
<td>Curriculum Tech</td>
<td>1.00</td>
<td>01/05/12</td>
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</table>

### TEMPORARY APPOINTMENTS 

122-14F2  

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL</th>
<th>SUBJECT</th>
<th>FTE</th>
<th>EFF. DATE</th>
<th>END DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gruchacz, Mei-Lien Fa</td>
<td>SSS-Counseling &amp; Social Services</td>
<td>Social Worker</td>
<td>1.00</td>
<td>01/24/12</td>
<td>03/23/12</td>
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<tr>
<td>Leshefsky, Allison B.</td>
<td>Paul Revere E.S.</td>
<td>Physical Education</td>
<td>1.00</td>
<td>01/24/12</td>
<td>06/30/12</td>
</tr>
<tr>
<td>McMurray, Ronna H.</td>
<td>Multiple Work Locations</td>
<td>Music</td>
<td>0.40</td>
<td>01/03/12</td>
<td>06/30/12</td>
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<tr>
<td>Saddique, Manzar</td>
<td>Phillip &amp; Sala Burton H.S.</td>
<td>Science: Bio Science</td>
<td>1.00</td>
<td>11/07/11</td>
<td>02/10/12</td>
</tr>
<tr>
<td>Tanner, Amanda K</td>
<td>Garfield E.S.</td>
<td>Spec Ed Mild/Moderate</td>
<td>1.00</td>
<td>01/03/12</td>
<td>03/02/12</td>
</tr>
<tr>
<td>Toso, Noell M.</td>
<td>Multiple Work Locations</td>
<td>Music</td>
<td>1.00</td>
<td>01/03/12</td>
<td>06/30/12</td>
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<tr>
<td>Villanueva, Erlinda S (TLTN)</td>
<td>Serra Annex CDC</td>
<td>School Age</td>
<td>0.57</td>
<td>01/03/12</td>
<td>02/10/12</td>
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</table>

### INTERN APPOINTMENTS 

122-14F3  

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL</th>
<th>SUBJECT</th>
<th>FTE</th>
<th>EFF. DATE</th>
<th>END DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>De Guzman, Edeline</td>
<td>Balboa H.S.</td>
<td>Spec Ed</td>
<td>1.00</td>
<td>01/03/12</td>
<td>06/30/12</td>
</tr>
<tr>
<td>Weiss, Ann Elizabeth</td>
<td>Bryant E.S.</td>
<td>K-5th Grade ELD</td>
<td>1.00</td>
<td>01/17/12</td>
<td>06/30/12</td>
</tr>
</tbody>
</table>
### TEACHER ON VARIABLE TERM WAIVER

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL</th>
<th>SUBJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abdel-Khaleq, Eyad Mohammed</td>
<td>Daniel Webster E.S.</td>
<td>BCLAD Spanish</td>
</tr>
</tbody>
</table>

### PROVISIONAL INTERN PERMIT

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL</th>
<th>SUBJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abdel-Khaleq, Eyad Mohammed</td>
<td>Daniel Webster E.S.</td>
<td>Multiple Subjects</td>
</tr>
</tbody>
</table>

122-14F6

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL</th>
<th>ASSIGNMENT OPTION UNDER EDUCATION CODE 44263</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gersten, Cambria A</td>
<td>Lowell H.S.</td>
<td>Physical Education</td>
</tr>
</tbody>
</table>
## LEAVE OF ABSENCE
122-14F7

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL</th>
<th>EFF. DATE</th>
<th>END DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aramburo, Esteban</td>
<td>James Denman M.S.</td>
<td>01/24/2012</td>
<td>02/20/2012</td>
</tr>
<tr>
<td>Barrera-Holmes, Olivia</td>
<td>Galileo Academy of Science &amp; T</td>
<td>01/16/2012</td>
<td>04/15/2012</td>
</tr>
<tr>
<td>Black, Jennifer Marie</td>
<td>George Washington H.S.</td>
<td>01/30/2012</td>
<td>06/30/2012</td>
</tr>
<tr>
<td>Bridges, Valerie Nova</td>
<td>Sutro E.S.</td>
<td>01/17/2012</td>
<td>06/30/2012</td>
</tr>
<tr>
<td>Brooks, Judith Marie</td>
<td>Herbert Hoover M.S.</td>
<td>01/18/2012</td>
<td>02/15/2012</td>
</tr>
<tr>
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## REDUCED WORK/PARTNERSHIP TEACHING
122-14F8

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**122-14F9**

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Administrative, Secondary, Elementary Certificated Personnel Action
Prepared by

Roger L. Buschmann
Chief Human Resources Officer

Agenda Item
4a. (122-14F1 - F11)
# GENDER / ETHNICITY / RACE COMPOSITION

PROBATIONARY APPOINTEES APPEARING IN THE AGENDA OF

February 14, 2012

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## GENDER / ETHNICITY / RACE COMPOSITION

TEMPORARY APPOINTEES

**Appearing in the Agenda of**

February 14, 2012

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February 14, 2012

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SUBJECT: Consultant Services  □ Individual  □ Organization

DATE OF BOARD MEETING: February 14, 2012

Is this a retroactive resolution?  □ Yes  □ No

If yes, please explain. This K-Resolution is submitted retroactively because our process for payment to Curriculum Material Review Task Force (CMRTF) community members was changed for the 2011 – 2012 school year, and was just recently clarified. However, due to CDC-HIV grant requirements a CMRTF meeting with community member participation was required to take place in the fall of 2011.

SERVICE/PROGRAM DESCRIPTION: (What the service and program description are; why the services are required; how the services will benefit the District)

122-14K1

Toni Lynn Gallagher, Sydney Sweeney are two community members who are on the San Francisco Unified School District (SFUSD) Curriculum Material Review Task Force (CMRTF). The task force meets once or twice a year to review materials dealing with sexuality or related content in order to make recommendations for use of the materials in SFUSD classrooms. Materials are selected based on age and developmental appropriateness, cultural inclusion, and relevance to curriculum and consistency with community norms.

Category: Administrative  □ Code: 1

School Site / Department: Student Support Services Department

Participants: (Those students, sites, or personnel who will be directly served by this consultant)

Fordham GRP Consultants, St. Peter’s, SF LGBT Community Center

Dates of Service: November 15, 2011

Total Cost: $120.00

Funding Source(s)/Program Title:
Comprehensive School Health - Local

SACS Code(s):
01-58160-2012-0000-3140-5803-152

Name of Consultant: Toni Lynn Gallagher $60 $120.00
Sydney Sweeney $60

Evaluation: $0

Total Cost: $120.00
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:
Community members and CBO partners were invited to join SFUSD teachers and other Staff to join the Curriculum Material Review Task Force (CMRTF) members to review and select future materials and or curriculum dealing with sexuality education.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Wendy Tran

SUBMITTED BY: Kim Coates

SCHOOL SITE/and or DEPARTMENT: Student Support Services Department
SUBJECT: Consultant Services  □ Individual  □ Organization

FOR BOARD OFFICE USE ONLY  □ Vendor has multiple contracts for the current fiscal school year.

DATE OF BOARD MEETING: February 14, 2012

Is this a retroactive resolution?  □ Yes  □ No

If yes, please explain.

SERVICE/PROGRAM DESCRIPTION: (What the service and program description are; why the services are required; how the services will benefit the District)

122-14K2

Physical Education (PE) Programs - PE Bike Program - Ybike’s PE Bike Program teaches youth bicycle safety and traffic skills as a part of PE. In our 3 week program, students will acquire bicycle handling skills, knowledge of traffic laws for cyclists, and the confidence to ride in the street. The progressive difficulty culminates with a group neighborhood ride. We offer a wide range of programs to fit any needs of the school.

Learning Objectives
• Proper helmet fit
• ABCQ bicycle inspection
• Bicycle handling skills
• Cornering safely
• Stopping quickly
• Straight lines
• Using hand signals while riding
• How to communicate with motorist, pedestrians, and other cyclists.
• Environmental, traffic, and health benefits of bicycle riding
• The importance of predictable riding behavior

Category: Administrative  Code: 1

School Site / Department: Abraham Lincoln HS

Participants: (Those students, sites, or personnel who will be directly served by this consultant)
60 students

Dates of Service: February 27, 2012 - March 12, 2012

Total Cost: $3,810.00

Funding Source(s)/Program Title:
PEEF - Prop H - PE

SACS Code(s):
01-90551-2012-1110-2100-5803-405

Name of Consultant: Presidio Community YMCA  $3,810.00

Evaluation:  $0

Total Cost:  $3,810.00
DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS:

- [ ] Goal 1: Access & Equity – Make social justice a reality.
- [x] 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
- [x] 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:

Selected program based on effective past practice and reputation in the community.

DEGREE OF STUDENT CONTACT:

- [x] Limited Contact  [ ] More Than Limited Contact  [ ] No Student Contact

PREPARED AND SUBMITTED BY: Lance Tagomori, AP

SCHOOL SITE/and or DEPARTMENT: Abraham Lincoln HS
SUBJECT: Consultant Services  □ Individual  □ Organization

FOR BOARD OFFICE USE ONLY □ Vendor has multiple contracts for the current fiscal school year.

DATE OF BOARD MEETING: February 14, 2012
Is this a retroactive resolution?  □ Yes  □ No
If yes, please explain.

SERVICE/PROGRAM DESCRIPTION: TechTu Business Solutions Inc will provide PeopleSoft technical and training consultant support to the District's Support and Innovation, Business Applications team. The services will include providing programming support to maintain and enhance our upgraded PeopleSoft 9.1 financial system (FIS) as well as our legacy PeopleSoft 8.3 Employee Information Systems (EIS).

Category: Technology Services  Code: 25

School Site/ and or Department: Information Technology Department

Participants: (Those students, sites, or personnel who will be directly served by this consultant) Information Technology and Business Services Staff

Dates of Service: 02/15/2012 - 6/30/2012
Total Cost: $80,000.00

Funding Source(s)/Program Title: Prop A - Technology Upgrades

SACS Code(s): 01-90239-2012-0000-7700-5803-220

Name of Consultant: TechTu Business Solutions Inc  $80,000.00
Evaluation: $0
Total Cost: $80,000.00
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:

Selection committee.

DEGREE OF STUDENT CONTACT:

☐ Limited Contact ☐ More Than Limited Contact ☒ No Student Contact

PREPARED AND SUBMITTED BY: Eddie H. Ngo

SCHOOL SITE/and or DEPARTMENT: Information Technology
SUBJECT: Consultant Services  □ Individual  □ Organization

DATE OF BOARD MEETING: February 14, 2012

Is this a retroactive resolution? □ Yes  □ No

If yes, please explain.

SERVICE/PROGRAM DESCRIPTION:

122-14K4

The Sutro Elementary ExCEL After School Program is seeking partnership with the Presidio YMCA to implement the After School Safety and Education grant. As Lead Agency, the Presidio YMCA will provide overall management of the program, including programmatic and fiscal accountability. Total amount paid to Presidio YMCA includes reimbursement for supplies, materials and staffing not to exceed $40,000.

Category: Tutoring & After School Activities  Code: 26

School Site / Department: Student Support Services

Participants: (Those students, sites, or personnel who will be directly served by this consultant)

151 ExCEL Sutro Elementary students


Total Cost: $40,000.00

Funding Source(s)/Program Title:

After School Education and Safety Program (ASES)

SACS Code(s):

01-60100-2012-1110-2100-5803-848  $25,000
01-60100-2012-1110-2100-5100-848  $15,000

Name of Consultant: Presidio Community YMCA  $40,000.00

Evaluation: $0

Total Cost: $40,000.00

FOR BOARD OFFICE USE ONLY  □ Vendor has multiple contracts for the current fiscal school year.
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:

The Presidio YMCA is an approved ExCEL provider through the Request for Qualifications process. The Presidio YMCA was chosen by the school community to provide overall support to the after school program.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Aurelio Cisneros
SUBMITTED BY: Yashica Crawford
SCHOOL SITE/and or DEPARTMENT: Student Support Services
K Resolution Amendment

SUBJECT: Consultant Services ☑ Individual ☐ Organization

DATE OF BOARD MEETING: February 14, 2012

AMENDMENT TO RESOLUTION(s): 115-24K2
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Funding source needs to be changed from last year’s Elementary Arts funding to this current year school site WSF funding.

SERVICE/PROGRAM DESCRIPTION: Consultant will provide a series of multicultural folk dance lessons to K-3rd grade students a Jean Parker, culminating in 2 performances (fall and spring semesters) for classmates, parents and community members.

Category: Visual & Performing Arts Enrichment Code: 27

School Site/ and or Department: Jean Parker ES

Participants: (Those students, sites, or personnel who will be directly served by this consultant) K-3 grade students

Original Dates of Service: January 14, 2011 – April 15, 2011
Amended Dates of Service: January 14, 2011 – April 15, 2011

Cost of this Amendment Request: $0

Funding Source(s)/Program Title: Elementary Arts Program School Site Based WSF Allocation

SACS Code(s):
01-90556-2011-1110-2490-5803-638 ($1,698) Credit
01-00000-2012-1110-2100-5803-638 $1,698

Cost of this Request $0

a) Name of Consultant: Brooke Byrne

b) Evaluation: (if applicable) $0
Background

- Original Cost Adopted: $1,698.00
- Previous Amendment(s) if any: $0
- Total Program Cost To Date: $1,698.00

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:**
Consultant was hired for expertise and experience.

**DEGREE OF STUDENT CONTACT:**
- Limited Contact
- More Than Limited Contact
- No Student Contact

**PREPARED AND SUBMITTED BY:** Janet Dong

**SCHOOL SITE/DEPARTMENT:** Jean Parker ES
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: February 14, 2012

AMENDMENT TO RESOLUTION(s): 118-9K12 & 121-10K23
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: This Amendment is needed to update the list of artists performing services under the Elementary Arts Program for the 2011-12 Academic Year.

SERVICE/PROGRAM DESCRIPTION:
122-14K6
The groups of artists and/or artist organizations listed in this K Resolution Amendment will provide art programs at District sites, such as visual and performing arts, theatre, story telling, dance, music, and poetry. The curriculum plan is negotiated and approved by each school site and the Administration for Visual and Performing Arts Office.

Category: Visual & Performing Arts Enrichment Code: 27
School Site/ and or Department: Participating non-Charter Elementary Schools

Participants: (Those students, sites, or personnel who will be directly served by this consultant)
All Elementary Students - K to 5

Original Dates of Service: August 15, 2011 through May 25, 2012
Amended Dates of Service: August 15, 2011 through May 25, 2012

Cost of this Amendment Request: ($8,679.34) Credit

Funding Source(s)/Program Title:
Elementary Arts Program

SACS Code(s):
01-90556-2012-1110-2490-5803-XXX (Various School Sites)

Cost of this Request
($8,679.34)

a) Name of Consultant: Michael Nelson & Jenni Swerdlov
b) Evaluation: (if applicable)
$0

350
Background

c) Original Cost Adopted $551,206.64
d) Previous Amendment(s) if any $16,859.00
Total Program Cost To Date $559,386.30
(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:

Interested school site members discuss suggested artists.

DEGREE OF STUDENT CONTACT:

☐ Limited Contact ☑ More Than Limited Contact ☐ No Student Contact

PREPARED BY: Sylvia Manjarrez Walker

SUBMITTED BY: Robert Daniels, Supervisor

SCHOOL SITE/and or DEPARTMENT: Visual and Performing Arts
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: February 14, 2012

AMENDMENT TO RESOLUTION(s): 118-23K4
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additions/deletions of services to students.
or other comments: Due to the vacant Executive Director position at Superintendents Bayview Zone since August 2011, Ms. Kendra Ferguson has provided more service in site monitoring, PD planning and extending the principal coaching.

SERVICE/PROGRAM DESCRIPTION: (What the service and program description are; why the services are required; how the services will benefit the District)

122-14K7
Ms. Kendra Ferguson will be providing instructional leadership and organizational management coaching and support to SIG (e.g. G.W. Carver) and non-SIG schools (e.g. Drew), as well as supporting professional development coordination for area principals. These services will be provided onsite 5 days per month for the duration of the school year as a direct lever on school leadership to improve student achievement, in alignment with the Superintendent Zone-Bayview’s theory of action of supporting growth in the principals’ leadership competencies. Ms. Ferguson will provide more services in support the Assistant Superintendent, Dr. Gray, at Bayview Zone in grant writing, giving more support to Bret Harte and Drew Elementary, and helping the Paul Revere principal to build community engagement.

Category: Professional Development  Code: 14

School Site/ and or Department: Superintendent Zone Bayview and Revere

Participants: (Those students, sites, or personnel who will be directly served by this consultant) Superintendent Zone Bayview Schools

Original Dates of Service: August 24, 2011 - June 15, 2012

Amended Dates of Service: August 24, 2011 - June 15, 2012

Cost of this Amendment Request: $12,000.00

Funding Source(s)/Program Title:
UGF/AB825 - Targeted Instructional Improvement Block Grant

SACS Code(s):
01-07940-2012-1110-2100-5803-134

Cost of this Request

a) Name of Consultant: Kendra Ferguson  $12,000.00

b) Evaluation: (if applicable)  $0
**Background**

c) Original Cost Adopted $60,000.00  
d) Previous Amendment(s) if any $0  

Total Program Cost To Date $72,000.00  
(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:**

Ms. Gerguson has been selected based on her expertise and previous services to the Bayview Superintendent Zone

**DEGREE OF STUDENT CONTACT:**
- Limited Contact
- More Than Limited Contact
- No Student Contact

**PREPARED AND SUBMITTED BY:** Cheng Wu, Ed.D.

**SCHOOL SITE/and or DEPARTMENT:** Superintendent Zone Bayview and Revere
**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:** February 14, 2012

**AMENDMENT TO RESOLUTION(s):** 121-24K1

List original and all previous amendment resolution numbers.

*Explain why the amendment is needed: Adjust the working date and time.*

**SERVICE/PROGRAM DESCRIPTION:**

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The group of artist organizations listed in this K-Resolution are organizations, through their artists, which provide art programs at district sites, such as visual and performing arts, theatre, story telling, dance, music, and poetry. Description of services are detailed in Appendix A of each master agreement of each artist organization, which includes qualifications of artists, goals, of the services provided, and evaluation of services. The curriculum plan will be negotiated and approved by each school site and the Administrator for Visual and Performing Arts Curriculum Office. That will be total of 44.92 student contact hours at $70. per hour.

**Category:** Visual & Performing Arts Enrichment  □ Code: 27

**School Site/ and or Department:** Monroe Elementary School

**Participants:** (Those students, sites, or personnel who will be directly served by this consultant)

K-5

**Original Dates of Service:** 4/1/12-5/17/12

**Amended Dates of Service:** 3/8/12-5/17/12

**Cost of this Amendment Request:** $564.40

**Funding Source(s)/Program Title:**

UGF/AB825 - Targeted Instructional Improvement Block Grant

**SACS Code(s):**

01-07940-2012-1110-2100-5803-729

**Cost of this Request**

\[ \text{Cost of this Request} = 564.40 \]

- **a) Name of Consultant:** San Francisco Arts Education Project

- **b) Evaluation:** (if applicable) $0
Background

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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:**
Artist(s) are selected based on the services performed and necessary training requirements. Each artist will meet the qualifications mandatory to the program, required by the artist organization(s), and in compliance with district policies.

**DEGREE OF STUDENT CONTACT:**
- ☑ More Than Limited Contact
- ☑ Limited Contact
- ☑ No Student Contact

**PREPARED BY:** Midie Lau

**SUBMITTED BY:** Jennifer Steiner

**SCHOOL SITE and DEPARTMENT:** Monroe Elementary School
DATE OF BOARD MEETING: February 14, 2012

AMENDMENT TO RESOLUTION(s): 119-27K5
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additional funding available for additional services.

SERVICE/PROGRAM DESCRIPTION:
122-14K9

Edgewood will implement the Primary Intervention Program (PIP) for a total of 20 hours per week at Miraloma Elementary School. Edgewood will provide one Child Aide who will serve a minimum of 16 children for each of two 10 week cycles of non-directive play sessions. These will be 30 minute sessions on a weekly basis for each child served.

The goals of the Primary Intervention Program--PIP--are to enhance the social and emotional development of young students; increase the likelihood that students experiencing mild to moderate school adjustment difficulties will succeed in school; increase their personal competencies related to life success; and minimize the need for more intensive and costly services as they grow older.

Category: Supplemental Student Counseling

School Site/and or Department: Miraloma ES

Participants: (Those students, sites, or personnel who will be directly served by this consultant)

Students in grades K-3

Original Dates of Service: 9/28/11-6/30/12
Amended Dates of Service: 9/28/11-6/30/12

Cost of this Amendment Request: $4,500.00

Funding Source(s)/Program Title:
Trust Fund – Principal Discretionary Funds

SACS Code(s):
01-93005-2012-1110-2100-5803-722

Cost of this Request

a) Name of Consultant: Edgewood Center for Children and Families

b) Evaluation: (if applicable) $0
K Resolution Amendment

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:

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED AND SUBMITTED BY: Ron Machado

SCHOOL SITE/and or DEPARTMENT: Miraloma ES
SUBJECT: Consultant Services  Organization

DATE OF BOARD MEETING: February 14, 2012

AMENDMENT TO RESOLUTION(s): 1112-13K6
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additions/deletions of services to students.

SERVICE/PROGRAM DESCRIPTION:

Reading Partners is a Literacy Intervention Program that provides one on one tutoring to K-5 Students 0.5-2.5 years behind grade level in reading. Reading Partners services will provide supplemental instructions to students in an effort to accelerate the students rate of learning.
The overall aim is to bring student sup to grade level in ELA/Reading to achieve success in the classroom and on standardized test.
Reading Partners services will provide supplemental instruction to students in an effort to accelerate the students’ rate of learning.

Category: Tutoring & After School Activities       Code: 26

School Site/ and or Department: Bret Harte Elementary School

Participants: (Those students, sites, or personnel who will be directly served by this consultant) Students, teachers and staff at Bret Harte Elementary School.

Original Dates of Service: September 19, 2011 – May 24, 2012

Amended Dates of Service: September 19, 2011 – May 24, 2012

Cost of this Amendment Request: $2,800.00

Funding Source(s)/Program Title: UGF/AB825: Targeted Instructional Improvement Block Grant

SACS Code(s):
01-07940-2012-1110-2100-5803-453

Cost of this Request $2,800.00

a) Name of Consultant: Reading Partners

b) Evaluation: (if applicable) $0
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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: February 14, 2012

AMENDMENT TO RESOLUTION(s): 116-14K8, 118-23K51 and 1110-11K19
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additions/deletions of services to students.
or other comments:

SERVICE/PROGRAM DESCRIPTION:
122-14K11 Metaformers will provide consultant support to the District's Financial Accounting Systems Transformed (FAST) project. The service is to provide technical guidance to the FAST project team. The consultants will help the FAST project team translate SFUSD's written business requirements into system configurations that will take advantage of the new PeopleSoft 9.1 functionalities – namely “attachments” and “improve workflows”. The consultant(s) will also train the FAST project team members in the ins and outs of PeopleSoft workflows, securities and module configurations. Additionally, the consultant(s) will train District clerks and administrators on the new on-line financial processes.

Category: Technology Services Code: 25
School Site/ and or Department: Information Technology Department
Participants: (Those students, sites, or personnel who will be directly served by this consultant) Information Technology and Business Services Staff

Original Dates of Service: 07/01/2011 - 06/30/2012
Amended Dates of Service: 07/01/2011 - 06/30/2012

Cost of this Amendment Request: $40,000.00

Funding Source(s)/Program Title:
Prop A - Technology Upgrades

SACS Code(s):
01-90239-2012-0000-7700-5803-222

a) Name of Consultant: Metaformers, Inc.  
Cost of this Request $40,000.00
b) Evaluation: (if applicable) $0
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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.
- [x] 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:

DEGREE OF STUDENT CONTACT:

- [ ] Limited Contact
- [ ] More Than Limited Contact
- [x] No Student Contact

PREPARED BY: Eddie Ngo

SUBMITTED BY: Matthew Kinzie

SCHOOL SITE/and or DEPARTMENT: Information Technology Department
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: February 14, 2012

AMENDMENT TO RESOLUTION(s): 119-13K12
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Change in funding source.

SERVICE/PROGRAM DESCRIPTION: (What the service and program description are; why the services are required; how the services will benefit the District)

122-14K12

The District’s mission of creating a college-going culture by leveraging relationships within the local and national community to ensure that all secondary school students, including those with alternative educational needs, have the means, opportunity and preparation to attend some form of post high school education. This includes development, coordination, and management of College and Career initiatives helping more students succeed academically and beyond high school graduation.

San Francisco School Alliance will assist and advise the district to produce the following products:

• Preparation of five year (2012-2017) Carl Perkins application;
• Redesign and align advisory committee structures to those of NAF, Perkins, California Partnership Academies, Regional Occupational Programs, and, Linked Learning requirements (Program and General Advisory);
• Develop and align a Career Technical Education vision with site administrators, teachers, teachers, community partners, and trade unions;
• Prepare CTE course curricula for submission to UC Doorways for potential A-G approval;
• Attend and support SFUSD staff at the UC Curriculum Integration (UCCI) Institute;
• Prepare a three year program development, expansion, and re-approval review cycle;
• Prepare and rewrite a Project Labor Agreement in support of the student internship component of the 2011 Bond;
• Redesign program staff assignments/resource allocation/MOU’s to support broader “career theme” program offerings i.e. CPA, ROP, CTE, STEM, Continuation School programs, Community Based and others;
• Assist with increased program accountability by capturing and analyzing data to track student success and outcomes;
• Monitor and assist the development of school site career readiness and preparation plans in accordance with community needs and State and Federal employment trends.

Category: Administrative

School Site/and or Department:

Participants: (Those students, sites, or personnel who will be directly served by this consultant)

Original Dates of Service: 9/19/11-5/25/12

Amended Dates of Service: 9/19/11-5/25/12 (no changes to dates)

Cost of this Amendment Request: $0

Code: 1

Academics & Professional Development

Principals, CTE Teachers, Teachers on Special Assignment, Community Partners, Trades Union Representatives, Central Office Administrators
Funding Source(s)/Program Title:
UGF/ROC/P: Regional Occupational/Centers & Programs Apportionment
CTE – Tech Prep Demonstration Grant

SACS Code(s):
05-06350-2012-6000-2100-5803-151 $40,000
05-35105-2012-6000-2100-5803-151 ($40,000) Credit

a) Name of Consultant: San Francisco School Alliance

b) Evaluation: (if applicable) $0

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(\text{Add Items a to d}) & \hline
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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:
The San Francisco School Alliance is a collaborative partner with SFUSD in our work to achieve equity and access for all students to graduate from SFUSD college and career ready. The Alliance staff has successful experience and expertise in the area of career academy development, academy framework design, and academy implementation.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Kathy Doherty

SUBMITTED BY: Bill Sanderson

SCHOOL SITE/and or DEPARTMENT: APD
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: February 14, 2012

AMENDMENT TO RESOLUTION(s): 119-13K16

List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Amendment is needed to reflect actual cost of services provided.

SERVICE/PROGRAM DESCRIPTION:
122-14K13

With the goal of supporting the commitments written into the federally-funded School Improvement Grant (SIG) related to implementing the full-service community school model through collaboration with Community Business Organizations, the office of the Superintendent’s Zone-Mission District seeks the approval of the SFUSD School Board to establish quality fitness and team building activities through structured activities based on youth development practices. Playworks will improve school climate by bridging various domains of student's life, i.e. students while providing opportunities for positive interactions amongst the new K-8 student body being created with the merger of Buena Vista Elementary and Horace Mann Academic Middle School.

Category: Administrative Code: 1

School Site/ and or Department: Office of the Superintendent’s Zone - Mission District – Buena Vista Horace Mann K-8 School

Participants: (Those students, sites, or personnel who will be directly served by this consultant) Students at Buena Vista Horace Mann K-8 School

Original Dates of Service: August 1, 2011 through June 30, 2012
Amended Dates of Service:

Cost of this Amendment Request: $500.00

Funding Source(s)/Program Title:
NCLB: ARRA Title I, School Improvement Grant (SIG)

SACS Code(s):
01-31812-2012-1110-2100-5803-618

Cost of this Request $500.00

a) Name of Consultant: Playworks

b) Evaluation: (if applicable) $0
**K Resolution Amendment**

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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:**

Playworks is a community partner that has worked with Buena Vista elementary school in previous years. The contractor has a track record of success within the school community and has had a significant impact on improving school climate.

**DEGREE OF STUDENT CONTACT:**

- Limited Contact
- More Than Limited Contact
- No Student Contact

**PREPARED BY:** Shauna Harper

**SUBMITTED BY:** Guadalupe Guerrero, Assistant Superintendent, Mission Zone

**SCHOOL SITE/and or DEPARTMENT:** Superintendent’s Zone – Mission
K Resolution Amendment

SUBJECT: Consultant Services [x] Individual [ ] Organization

FOR BOARD OFFICE USE ONLY [x] Vendor has multiple contracts for the current fiscal school year.

DATE OF BOARD MEETING: February 14, 2012

AMENDMENT TO RESOLUTION(s): 116-14K23
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additional funds have been identified and allocated to the Contractor to provide additional services for students at the Francisco Middle School After School Program.

SERVICE/PROGRAM DESCRIPTION: (What the service and program description are; why the services are required; how the services will benefit the District)

122-14K14 The Francisco Middle School ExCEL After School Program is seeking to continue partnership with Telegraph Hill Neighborhood Center (Tel-Hi). As Lead Agency, Tel-Hi will provide overall management of the program, including programmatic and fiscal accountability. Total amount paid to the Telegraph Hill Neighborhood Center includes reimbursement for supplies, materials and staffing not to exceed $126,162.36.

Category: Tutoring & After School Activities; Code: 26

School Site/Student Support Services and or Department:

Participants: (Those students, sites, or personnel who will be directly served by this consultant)
ExCEL youth of Francisco Middle School

Original Dates of Service: July 1, 2011 - June 30, 2012
Amended Dates of Service: n/a

Cost of this Amendment Request: $4,377.21

Funding Source(s)/Program Title:
After School Education and Safety Program

SACS Code(s):
01-60100-2012-1110-2100-5100-546

a) Name of Consultant: Telegraph Hill Neighborhood Center

Cost of this Request

$4,377.21

b) Evaluation: (if applicable)

$0
K Resolution Amendment

122-14K14 Cont. Page 2

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d) Previous Amendment(s) if any $0  
Total Program Cost To Date $126,162.36  
(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:  
Telegraph Hill Neighborhood Center is an approved ExCEL Provider through the Request for Qualifications process. Telegraph Hill Neighborhood Center was chosen by the school community to provide overall support to the after school program.  

DEGREE OF STUDENT CONTACT:  
- Limited Contact  
- More Than Limited Contact  
- No Student Contact  

PREPARED BY: Matthew Pemberton  
SUBMITTED BY: Yashica Crawford  
SCHOOL SITE/and or DEPARTMENT: Student Support Services
**SUBJECT:** Consultant Services  □ Individual  □ Organization

**FOR BOARD OFFICE USE ONLY** □ Vendor has multiple contracts for the current fiscal school year

**DATE OF BOARD MEETING:** February 14, 2012

**AMENDMENT TO RESOLUTION(s):** 116-14K25
List original and all previous amendment resolution numbers.

**Explain why the amendment is needed:**  Funds will be returned to the school for the purpose of funding additional services for enrolled ExCEL students.

<table>
<thead>
<tr>
<th>SERVICE/PROGRAM DESCRIPTION</th>
<th>(What the service and program description are; why the services are required; how the services will benefit the District)</th>
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<tbody>
<tr>
<td>122-14K15</td>
<td>The Everett Middle School ExCEL After School Program is seeking to continue partnership with the Mission Neighborhood Center, Inc. As Lead Agency, the Mission Neighborhood Center, Inc. will provide overall management of the program, including programmatic and fiscal accountability. Total amount paid to the Mission Neighborhood Center, Inc. includes reimbursement for supplies, materials and staffing not to exceed $84,591.04.</td>
</tr>
</tbody>
</table>

**Category:** Tutoring & After School Activities  

**School Site/ and or Department:** Student Support Services

**Participants:** (Those students, sites, or personnel who will be directly served by this consultant)  

142 Everett Middle School Students

**Original Dates of Service:** July 1, 2011 - June 30, 2012

**Amended Dates of Service:**

**Cost of this Amendment Request:** ($35,997.00) Credit

**Funding Source(s)/Program Title:** After School Education and Safety Program

**SACS Code(s):**

01-60100-2012-1110-2100-5100-529

**a) Name of Consultant:** Mission Neighborhood Center, Inc.

**Cost of this Request** ($35,997.00)

**b) Evaluation:** (if applicable)  

\$0
Background

c) Original Cost Adopted $120,588.04
d) Previous Amendment(s) if any $0

Total Program Cost To Date $ 84,591.04
(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:
Mission Neighborhood Center, Inc. is an approved ExCEL Provider through the Request for Qualifications process. Mission Neighborhood Center, Inc. was chosen by the school community to provide overall support to the after school program.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Jennifer E. Quevedo-Serrano

SUBMITTED BY: Yashica Crawford

SCHOOL SITE/and or DEPARTMENT: Student Support Services
SUBJECT: Consultant Services Organization

FOR BOARD OFFICE USE ONLY  ☒ Vendor has multiple contracts for the current fiscal school year.

DATE OF BOARD MEETING: February 14, 2012

AMENDMENT TO RESOLUTION(s): 116-14K34
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additions/deletions of services to students. Increased funds have been requested by Garfield Elementary for support of additional students to access the ExCEL After School Program.

SERVICE/PROGRAM DESCRIPTION:

122-14K16 Garfield Elementary School ExCEL After School Program is seeking partnership with Community Youth Center. As a partner, CYC will provide overall management of the program, including programmatic and fiscal accountability. Total amount paid to Community Youth Center includes reimbursement for supplies, materials and staffing not to exceed $169,429.00

Category: Tutoring & After School Activities Code: 26

School Site/ Student Support Services and or Department:

Participants: Garfield Elementary School

Original Dates of Service: July 1, 2011 to June 30, 2012

Amended Dates of Service: n/a

Cost of this Amendment Request: $80,000.00

Funding Source(s)/Program Title:
SSS - Evelyn and Walter Haas Jr Fund

SACS Code(s):
12-90645-20120001-2100-5803-900

a) Name of Consultant: Community Youth Center of San Francisco

b) Evaluation: (if applicable)

Cost of this Request $80,000.00

$0
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(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:

Community Youth Center is an approved ExCEL Provider through the Request for Qualifications process. Community Youth Center was chosen by the school community to provide overall support to the after school program.

### Degree of Student Contact:

- Limited Contact
- More Than Limited Contact
- No Student Contact

**Prepared and Submitted By:** Kevin Truitt

**School Site/and or Department:** Student Support Services
**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:** February 14, 2012

**AMENDMENT TO RESOLUTION(s):** 116-14K40

List original and all previous amendment resolution numbers.

*Explain why the amendment is needed:* Additional funds have been identified and allocated to the Contractor to provide additional services for students at the Mission High School After School Program

**SERVICE/PROGRAM DESCRIPTION:**

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<th>Description</th>
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<td>The Mission High School ExCEL After School Program is seeking to continue partnership with the Mission Graduates. As Lead Agency, the Mission Graduates will provide overall management of the program, including programmatic and fiscal accountability. Total amount paid to the Mission Graduates includes reimbursement for supplies, materials and staffing not to exceed $10,000.</td>
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**Category:** Tutoring & After School Activities  
**Code:** 26

**School Site/and or Department:** Student Support Services

**Participants:** ExCEL Mission High School students and their families

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**Funding Source(s)/Program Title:**

NCLB: Title IV, Part B, 21st Century Community Learning Centers

**SACS Code(s):**

| 01-41248-2012-1110-2100-5803-725 |

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<th>b) Evaluation: (if applicable)</th>
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c) Original Cost Adopted $ 5,000.00
d) Previous Amendment(s) if any $0

Total Program Cost To Date $10,000.00
(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:
Mission Graduates is an approved ExCEL Provider through the Request for Qualifications process. Mission Graduates was chosen by the school community to provide overall support to the after school program.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Jennifer E. Quevedo-Serrano

SUBMITTED BY: Yashica Crawford

SCHOOL SITE/and or DEPARTMENT: Student Support Services
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: February 14, 2012

AMENDMENT TO RESOLUTION(s): 116-14K86
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additions/deletions of services to students.
or other comments: Additional funds have been identified and allocated to the Contractor to provide additional services for students at the Lakeshore Elementary After School Program.

SERVICES/PROGRAM DESCRIPTION: (What the service and program description are; why the services are required; how the services will benefit the District)

122-14K18 Lakeshore Elementary School ExCEL After School Program is seeking partnership with Bay Area Community Resources (BACR). As a partner, BACR will provide overall management of the program, including programmatic and fiscal accountability. Total amount paid to Bay Area Community Resources includes reimbursement for supplies, materials and staffing not to exceed $102,388.

Category: Tutoring & After School Activities  Code: 26

School Site/ Student Support Services
and or Department:

Participants: (Those students, sites, or personnel who will be directly served by this consultant) Lakeshore Elementary School

Original Dates of Service: July 1, 2011 to June 30, 2012

Amended Dates of Service: n/a

Cost of this Amendment Request: $15,388.00

Funding Source(s)/Program Title:
NCLB: Title IV, Part B, 21st Century Community Learning Centers

SACS Code(s):
01-41240-2012-1110-2100-5803-670

Cost of this Request $15,388.00

a) Name of Consultant: Bay Area Community Resources $15,388.00

b) Evaluation: (if applicable) $0
K Resolution Amendment

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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:
Bay Area Community Resources is an approved ExCEL Provider through the Request for Qualifications process. Bay Area Community Resources was chosen by the school community to provide overall support to the after school program.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Michael Luk
SUBMITTED BY: Yashica Crawford
SCHOOL SITE/DEPARTMENT: Student Support Services
**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:** February 14, 2012

**AMENDMENT TO RESOLUTION(s): 116-14K98**  
List original and all previous amendment resolution numbers.

**Explain why the amendment is needed:** Additions/deletions of services to students.  
*or other comments: Increased funds have been requested by ER Taylor Elementary for support of additional students to access the ExCEL After School Program.*

**SERVICE/PROGRAM DESCRIPTION:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>122-14K19</td>
<td>ER Taylor Elementary School ExCEL After School Program is seeking partnership with Bay Area Community Resources (BACR). As a partner, BACR will provide overall management of the program, including programmatic and fiscal accountability. Total amount paid to Bay Area Community Resources includes reimbursement for supplies, materials and staffing not to exceed $114,174.89.</td>
</tr>
</tbody>
</table>

**Category:** Tutoring & After School Activities  
**Code:** 26

**School Site/and or Department:**  
Student Support Services

**Participants:** (Those students, sites, or personnel who will be directly served by this consultant)  
ER Taylor Elementary School

**Original Dates of Service:** July 1, 2011 to June 30, 2012

**Amended Dates of Service:** n/a

**Cost of this Amendment Request:** $18,338.89

**Funding Source(s)/Program Title:**  
DCYF Mayor’s Wellness Program II

**SACS Code(s):**  
01-90539-2012-1110-2100-5803-152

**Cost of this Request**  
a) Name of Consultant: Bay Area Community Resources  
Cost: $18,338.89

**Evaluation:** (if applicable)  
b) Evaluation: $0
**Background**

c) Original Cost Adopted $ 95,836.00  
d) Previous Amendment(s) if any $0  

Total Program Cost To Date $114,174.89  
(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:**

Bay Area Community Resources is an approved ExCEL Provider through the Request for Qualifications process. Bay Area Community Resources was chosen by the school community to provide overall support to the after school program.

**DEGREE OF STUDENT CONTACT:**

- [ ] Limited Contact  
- [x] More Than Limited Contact  
- [ ] No Student Contact

**PREPARED and SUBMITTED BY:** Kevin Truitt

**SCHOOL SITE/and or DEPARTMENT:** Student Support Services
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: February 14, 2012

AMENDMENT TO RESOLUTION(s): 116-28K64
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additional funds have been identified and allocated to the Contractor to provide additional services for students at the John O'Connell High School After School Program.

SERVICE/PROGRAM DESCRIPTION:

122-14K20

The John O'Connell High School ExCEL After School Program is seeking to continue partnership with the Urban Services YMCA. As Lead Agency, the Urban Services YMCA will provide overall management of the program, including programmatic and fiscal accountability. Total amount paid to the Urban Services YMCA includes reimbursement for supplies, materials and staffing not to exceed $127,000.

Category: Tutoring & After School Activities  □  Code: 26
School Site/ and or Department: Student Support Services

Participants: (Those students, sites, or personnel who will be directly served by this consultant)
ExCEL youth of John O'Connell School

Original Dates of Service: July 1, 2011 - June 30, 2012
Amended Dates of Service: n/a

Cost of this Amendment Request: $17,000.00

Funding Source(s)/Program Title:
NCLB: Title IV, Part B, 21st Century Community Learning Centers

SACS Code(s):
01-41248-2012-1110-2100-5100-651

Cost of this Request

a) Name of Consultant: Urban Services YMCA $17,000.00
b) Evaluation: (if applicable) $0
Background

c) Original Cost Adopted $110,000.00

d) Previous Amendment(s) if any $0

Total Program Cost To Date $127,000.00
(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:
Urban Services YMCA is an approved ExCEL Provider through the Request for Qualifications process. Urban Services YMCA was chosen by the school community to provide overall support to the after school program.

DEGREE OF STUDENT CONTACT:
☐ Limited Contact  × More Than Limited Contact  ☐ No Student Contact

PREPARED BY: Jennifer E. Quevedo-Serrano

SUBMITTED BY: Yashica Crawford

SCHOOL SITE/and or DEPARTMENT: Student Support Services
SUBJECT: Consultant Services  □ Individual  □ Organization

FOR BOARD OFFICE USE ONLY  □ Vendor has multiple contracts for the current fiscal school year;

DATE OF BOARD MEETING: February 14, 2012

AMENDMENT TO RESOLUTION(s): 116-28K99
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additions/deletions of services to students.
or other comments: School site does not intend to use funds for the FY 11-12.

SERVICE/PROGRAM DESCRIPTION: (What the service and program description are; why the services are required; how the services will benefit the District)

122-14K21  This is a request to cancel K Resolution 116-28K99 and the indicated amount to Urban Services YMCA.

Category: Tutoring & After School Activities  Code: 26

School Site/ and or Department: Student Support Services;

Participants: (Those students, sites, or personnel who will be directly served by this consultant)

132 Starr King Elementary Students

Original Dates of Service: July 1, 2011 - June 30, 2012

Amended Dates of Service: n/a

Cost of this Amendment Request: ($21,250.00) Credit

Funding Source(s)/Program Title:
NCLB: title IV, Part B, 21st Century Community Learning Centers

SACS Code(s):
01-41249-2012-1110-2100-5803-838

Cost of this Request

($21,250.00)

a) Name of Consultant: Urban Services YMCA

b) Evaluation: (if applicable)

$0
K Resolution Amendment

122-14K21 Cont. Page 2

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<tr>
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<tbody>
<tr>
<td>c) Original Cost Adopted</td>
</tr>
<tr>
<td>d) Previous Amendment(s) if any</td>
</tr>
<tr>
<td>Total Program Cost To Date</td>
</tr>
<tr>
<td>(Add Items a to d)</td>
</tr>
</tbody>
</table>

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: Aurelio Cisneros  
SUBMITTED BY: Yashica Crawford  
SCHOOL SITE/and or DEPARTMENT: Student Support Services
AMENDMENT TO RESOLUTION(s): 1112-13K2
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Additional funding is required due to error in actual travel costs. In addition we are requesting a change of contract name from employee Pam Luna, to organization name, Best Foundation.

SERVICE/PROGRAM DESCRIPTION:

122-14K22 Project Alert curriculum is a research-validated curriculum taught to middle school students for the prevention of drug and alcohol abuse. A Project Alert Certified Trainer, from Southern California, trained our middle school teachers on September 27, 2011. Per our Federal Alcohol grant, we are required to provide professional development to our teachers and support services staff annually. The services will give teachers the resources and skills needed to teach Project Alert to our 7th and 8th grade students.

Category: Health Education
Code: 9

School Site/ and or Department: SFUSD Middle School Sites

Participants: Training was offered to all middle school Science teachers and other interested staff. Participants are able to train other staff at their school sites to implement this research-based drug and alcohol prevention curriculum supported by the Health Education Policy.

Original Dates of Service: September 27, 2011
Amended Dates of Service: N/A

Cost of this Amendment Request: $344.40

Funding Source(s)/Program Title: Tobacco Use Prevention Education: Grades 6-12

SACS Code(s): 01-66900-2012-0000-3140-5803-152

Cost of this Request

a) Name of Consultant: Pam Luna ($1,531.73) Credit
   Best Foundation $1,876.13
   Cost $344.40

b) Evaluation: (if applicable) $0
Background

<table>
<thead>
<tr>
<th>c) Original Cost Adopted</th>
<th>$1,531.73</th>
</tr>
</thead>
<tbody>
<tr>
<td>d) Previous Amendment(s) if any</td>
<td>$0</td>
</tr>
<tr>
<td>Total Program Cost To Date</td>
<td>$1,876.13</td>
</tr>
</tbody>
</table>
(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.
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SELECTION PROCESS:

Project Alert is the research-based drug education prevention curriculum for SFUSD middle schools. We have always scheduled professional development for teachers and staff in the fall in order to implement at the school sites in a timely manner. Unfortunately, this year, the approval of the TUPE budget by the California Department of Education took longer than expected and we had to work with our budget analyst to finalize appropriately.

DEGREE OF STUDENT CONTACT:
- Limited Contact
- More Than Limited Contact
- No Student Contact

PREPARED BY: Theresa Kiliona
SUBMITTED BY: Donna Blanchard
SCHOOL SITE/and or DEPARTMENT: Student Support Services Department