

OAK PARK UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
AGENDA #875

DATE: April 9, 2013

PLACE: **Oak Park High School Presentation Room – G-9**  
899 N. Kanan Road, Oak Park, CA 91377

TIME: **5:00 p.m. Closed Session**  
**6:00 p.m. Open Session – G9**

*The Mission of the Oak Park Unified School District is to provide students with a strong foundation for learning, which meets the challenge of the present and of the future through a balanced education, that includes academic achievement, personal growth and social responsibility.*

**BOARD OF EDUCATION**  
**Allen Rosen, President**  
**Mary Pallant, Vice President**  
**Sepideh Yeoh, Clerk**  
**Barbara Laifman, Member**  
**Jennifer von Schneidau, Member**  
**Matt Dods, Student Board Representative**

**EDUCATING TOMORROW'S LEADERS**

**ADMINISTRATION**  
**Dr. Anthony W. Knight, Superintendent**  
**Linda Sheridan, Executive Assistant**  
**Martin Klauss, Assistant Superintendent, Business & Administrative Services**  
**Dr. Leslie Heilbron, Assistant Superintendent, Human Resources**  
**Cliff Moore, Consultant**  
**Jane Mintz, Director, Educational Technology**  
**Susan Roberts, Director, Pupil Services**

**COPY OF ENTIRE AGENDA ON WEB SITE**  
**[WWW.OAKPARKUSD.ORG](http://WWW.OAKPARKUSD.ORG)**

INDIVIDUALS WHO REQUIRE SPECIAL ACCOMMODATION TO PARTICIPATE IN A BOARD MEETING, INCLUDING BUT NOT LIMITED TO AN AMERICAN SIGN LANGUAGE INTERPRETER, ACCESSIBLE SEATING OR DOCUMENTATION IN ACCESSIBLE FORMATS, SHOULD CONTACT THE SUPERINTENDENT'S OFFICE 72 HOURS PRIOR TO THE MEETING TO ENABLE THE DISTRICT TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCOMODATION AND ACCESSIBILITY TO THIS MEETING. PHONE (818) 735-3206 OR FAX (818) 879-0372 or e-mail: [lsheridan@oakparkusd.org](mailto:lsheridan@oakparkusd.org).

Welcome to a meeting of the Oak Park Unified School District Board of Education. Routine items are placed under the Consent Calendar and are approved by a single vote of the Board. When the agenda is adopted, a member of the Board may pull an item from the Consent Calendar and transfer the item to an appropriate place on the agenda for discussion.

The President of the Board shall inquire if there is anyone in the audience who desires to address the board with respect to any items appearing on the closed session agenda, regular session agenda, or on any issue within the subject matter jurisdiction of the Governing Board. The speaker cards are available in the Board Room and must be completed and handed to Linda Sheridan, Executive Assistant, prior to the beginning of the meeting. All comments for either agenda items or non-agenda items must be limited to three minutes or less.

Your comments are greatly appreciated. However, the Board cannot enter into a formal discussion at this time, nor can a decision be made. Matters warranting discussion will be placed on a future agenda. The information on the speaker card is voluntary but will assist the Board President in conducting the meeting. Thank you for your cooperation and compliance with these guidelines

***All Board Actions and Discussion are electronically recorded and maintained for thirty days.  
Interested parties may review the recording upon request.  
Agenda and supporting documents are available for review prior to the meeting at the District Office located at 5801 E. Conifer Street, Oak Park, CA 91377***

### **NEXT REGULAR MEETING**

**Tuesday, May 21, 2013**

**Closed Session at 5:00 p.m.      Open Session at 6:00 p.m.**

**Oak Park High School, Presentation Room, G9**

#### **AGENDA IS POSTED AT THE FOLLOWING LOCATIONS IN OAK PARK:**

District Office, 5801 East Conifer St.

Brookside Elementary School, 165 N. Satinwood Ave.

Oak Hills Elementary School, 1010 N. Kanan Rd.

Red Oak Elementary School, 4857 Rockfield St.

Medea Creek Middle School, 1002 Double Tree Rd

Oak Park High School, 899 N. Kanan Rd.

Oak View High School, 5701 East Conifer St

Oak Park Library, 899 N. Kanan Rd.

Internet Home Page: [www.oakparkusd.org](http://www.oakparkusd.org)

# OAK PARK UNIFIED SCHOOL DISTRICT

## AGENDA – REGULAR BOARD MEETING #875

April 9, 2013

**CALL TO ORDER - Followed by Public Comments/ 5:00 p.m.**

**CLOSED SESSION: 5:00 p.m.**

The Oak Park Unified School District Board of Education will meet in Regular Session at the **Oak Park High School Presentation Room – G-9**, Oak Park, California.

**I. CALL TO ORDER: \_\_\_\_\_ p.m.**

**II. PUBLIC SPEAKERS – CLOSED SESSION AGENDA ITEMS**

**III. RECESS TO CLOSED SESSION FOR DISCUSSION AND/OR ACTION ON THE FOLLOWING ITEMS:**

**A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

**B. PUBLIC EMPLOYEE EMPLOYMENT: Instructional Assistants I temp, Guest Teachers**

**IV: CALL TO ORDER – RECONVENE IN OPEN SESSION AT: \_\_\_\_\_ p.m.**

**A. ROLL CALL**

**B. FLAG SALUTE**

**C. REPORT OF CLOSED SESSION ACTIONS TAKEN**

**D. ADOPTION OF AGENDA**

**V. PUBLIC SPEAKERS: SPEAKERS ON AGENDA AND NON-AGENDA ITEMS**

**VI. OPEN COMMUNICATIONS/PRESENTATIONS**

**A. BOARD REPORTS/DISCUSSION/COMMUNICATIONS**

1. Recognition of Oak Park High School Students, Ben Porat and Shivani Shikha
2. Presentation of Partners in Education Award to Tracy Kaufman
3. Remarks from Board Members
4. Remarks from Student Board Rep
5. Remarks from Superintendent
6. Report from School Site Councils
7. Report from Facilities Planning Committee
8. Report from Technology Committee

**B. DISCUSSION ITEMS** (No Action required. If Action required, item will be brought to a future meeting as an Action Item)

**1. 2013 Bond Issuance Discussion**

**2. School Safety Update**

**C. BUSINESS SESSION:**

*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.*

3/28/2013

*At the request of any member of the Board, any item on the Consent Agenda shall be removed and given individual consideration for action as a regular agenda item.*

- a. [Approve Minutes of Special Board Meeting and Closed Session March 4, 2013, Regular Board Meeting March 12, 2013 and Special Closed Session March 15, 2013](#)
- b. [Public Employee/Employment Changes 01CL22085-01CL22113 & 01CE06040-01CE06073](#)
- c. [Approve Purchase Orders –March 1 – March 31, 2013](#)  
*Board Policy 3300 requires Board approval of Purchase Orders*
- d. [Approve Disposal of Obsolete Equipment](#)  
*Board approval required for disposal of obsolete equipment*
- e. [Approve Rancho Simi Recreation and Park District Agreement](#)  
*Board Policy 3312 requires Board approval for contract for services*
- f. [Approve Quarterly Report on Williams Uniform Complaints – October 2011, January 2013 and April 2013](#)  
*Education Code 35185 requires Board approval of each quarterly report regarding complaints against the District by the public regarding textbooks and instructional materials, teacher vacancy or misassignment or facility conditions.*
- g. [Approve Overnight Trip for Oak Park High School Solar Cup Club – May 16-19-2013](#)  
*Board Policy 6153 requires Board approval for student overnight trips*
- h. [Approve Student Teaching Agreement with CSU Channel Islands](#)  
*Board Policy 3312 requires Board approval for contract for services*
- i. [Approve Overnight Trip for Oak Park High School Future Business Leaders of America – April 18-21, 2013](#)  
*Board Policy 6153 requires Board approval for student overnight trips*

## **ACTION**

### **2. BUSINESS SERVICES**

- a. [Approve Ratification of Award of Bid #13-01R, Building 200 Modernization at Brookside Elementary School](#)  
*Board Policy 3312 requires Board approval for contract for services*
- b. [Approve Ratification of Award of Bid #13-03R, Building C Modernization at Oak Park High School](#)  
*Board Policy 3312 requires Board approval for contract for services*
- c. [Approve Ratification of Award of Bid #13-05R, ADA Field Improvements at Oak Park High School](#)  
*Board Policy 3312 requires Board approval for contract for services*
- d. [Approve Ratification of Award of Bid #13-13R, Roof Replacement at Oak Hills Elementary School and Medea Creek Middle School](#)  
*Board Policy 3312 requires Board approval for contract for services*
- e. [Approve Award of Bid #13-19R, Concrete Walkway Repairs at Oak Park High School](#)  
*Board Policy 3312 requires Board approval for contract for services*
- f. [Approve Medea Creek Middle School Amphitheatre Facilities Project](#)  
*Board approval required for facilities project*
- g. [Approve Resolution #13-08, Participation in CSBA California School Cash Reserve Program](#)  
*Board approval required participation in California School Cash Reserve program*
- h. [Approve American Express Agreement](#)  
*Board Policy 3312 requires Board approval for contract for services*
- i. [Approve Donations](#)  
*Board Policy 3290 requires Board approval for donations to the District*

**3. HUMAN RESOURCES**

**a. Approve Authorization to Establish a New Administrative Position – Dean of Students-Middle School**

*Staff is recommending authorizing this new position at the middle school to maintain consistency and to allow for administrative duties not currently allowed.*

**4. BOARD**

**a. Approve Resolution #13-09 – Local Control Funding Program**

*CSBA has recommended school districts consider this resolution to present to the State government as they make decisions regarding budget.*

**5. BOARD POLICIES**

**a. Approve Amendment to Board Policy 6174 – Education for English Language Learners – Second Reading**

*This mandated policy is being updated to reflect new law (AB 2193) which defines “long-term English learner” and “English learner at risk of becoming a long-term English learner” and requires the CDE to annually report to the district and school on the number of students so classified.*

**VII. INFORMATION ITEMS**

**VIII. OPEN DISCUSSION**

1. Monthly Measure R Bond Fund Status Report
2. Monthly Cash Flow Report
3. Monthly Enrollment and Attendance Report

**IX. ADJOURNMENT:**

There being no further business before this Board, the meeting is declared adjourned at \_\_\_\_\_ p.m.

**X SCHOOL REPORTS/SCHOOL SITE COUNCIL REPORTS**

1. Brookside Elementary School Report
2. Oak Hills Elementary School Report
3. Red Oak Elementary School Report
4. Medea Creek Middle School Report
5. Oak Park High School Report
6. Oak View High School/Oak Park Independent School
7. Oak Park Neighborhood School

**MINUTES OF CLOSED SESSION AND SPECIAL BOARD MEETING 3-4-13 #872  
BOARD OF EDUCATION**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President Mr. Allen Rosen, called the special meeting to order at 4:04 p.m. at Oak Park Unified School District Office Conference Room, 5801 E. Conifer Street, Oak Park.

**BOARD PRESENT**

Mr. Allen Rosen, President, Ms. Mary Pallant, Vice President, Ms. Sepideh Yeoh Clerk, Ms. Barbara Laifman, Member, and Jennifer von Schneidau, Member

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, Dr. Leslie Heilbron, Assistant Superintendent, Mr Martin Klauss, Assistant Superintendent, and Ms. Linda Sheridan, Executive Assistant

**FLAG SALUTE**

Martin Klauss led the Pledge of Allegiance to the Flag

**PUBLIC SPEAKERS**

None

**ADJOURN TO CLOSED SESSION**

The Board adjourned to Closed Session at 4:05 p.m.

**CALL TO ORDER/MEETING PLACE**

**The Board of Education President, Allen Rosen, called the special meeting to order at 4:15 p.m. at Oak Park Unified School District Office Conference Room, 5801 E. Conifer Street, Oak Park.**

**REPORT ON CLOSED SESSION**

Dr. Knight reported no action was taken in Closed Session held this evening.

The Board reviewed the process for recruitment for the Director of Educational Technology as well as salary schedule. No changes were recommended to the process outlined.

There being no further business before this Board, the Board adjourned to Closed Session at 4:59 p.m.

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Date \_\_\_\_\_ President of the Board

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Date \_\_\_\_\_ Clerk or Secretary of the Board

**MINUTES OF REGULAR BOARD MEETING      3-12-13      #873**  
**BOARD OF EDUCATION**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Allen Rosen, called the regular meeting to order at 5:08 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

**BOARD PRESENT**

Mr. Allen Rosen, President, Ms. Mary Pallant, Vice President, Ms. Sepideh Yeoh, Clerk, Ms. Barbara Laifman, Member, and Ms. Jennifer von Schneidau, Member

**PUBLIC COMMENTS**

None

**ADJOURN TO CLOSED SESSION**

The Board adjourned to Closed Session at 5:09 p.m.

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Allen Rosen, called the regular meeting to order at 6:00 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

**BOARD PRESENT**

Mr. Allen Rosen, President, Ms. Mary Pallant, Vice President, Ms. Sepideh Yeoh, Clerk, Ms. Barbara Laifman, Member, and Ms. Jennifer von Schneidau, Member

**BOARD ABSENT**

Matt Dods, Student Rep

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, Mr. Martin Klauss, Assistant Superintendent, Business Services, Dr. Leslie Heilbron, Assistant Superintendent, Human Resources, Ms. Jane Mintz, Director, Educational Technology, and Ms. Linda Sheridan, Executive Assistant.

**FLAG SALUTE**

Vanessa Heller led the Pledge of Allegiance to the Flag

**REPORT ON CLOSED SESSION**

The Board took action in Closed Session held this evening to issue a notice of nonreelection to probationary and/or temporary certificated employees, identified by #13-04, #13-05, #13-06, pursuant to Education Code Sections 44929.21(b) and/or 44954, effective at the end of the 2012-2013 school year, and directed the Superintendent or designee to send out appropriate legal notices. The roll call vote was as follows: 5 Ayes, 0 Nays, 0 Abstentions.

**ADOPTION OF AGENDA**

On motion of Allen Rosen, seconded by Sepideh Yeoh, the Board of Education adopted the agenda except to move item C2g after Consent Agenda. Motion carried 5-0.

**PUBLIC SPEAKERS**

None

## **PRESENTATION**

The Board presented Certificates of Recognition to OPHS National Merit Finalists, Annie Cheng, Hemaxi Desai, Michael Ebert, Rachel Hsiong, Avyay Panchapakesan, and Ellice Wang.

The Board presented a framed picture to Jane Mintz as she is leaving the district to accept another position.

## **REPORT FROM BOARD MEMBERS**

Board Member Jennifer von Schneidau reported she attended the MCMS Distinguished School visit, the Curriculum Council, the Wellness Council, the Technology Committee and the Measure R Tour presentation. Board Member Barbara Laifman reported she attended the Measure R Tour presentation and thanked Peter and everyone involved for their time and effort, and visited OPIS to ask for support for Big Sunday. Ms. Laifman thanked Jane for all she has done for the district. Board Member Mary Pallant also attended the Measure R Tour presentation and thanked everyone who was involved in putting it together, and attended a MIG module. Ms. Pallant also thanked Jane for everything she has done and we will miss her. Board Member Sepideh Yeoh also thanked Jane. She reported she attending the Chinese Culture night, MIG module, picture day at ROES, the MCMS Distinguished School visit and volunteered at the ROES Ability Awareness Fair. Ms. Yeoh also reminded everyone of the International Gala on May 3 from 5:30-7:30 p.m. at OPHS Pavilion. Board Member Allen Rosen also thanked Jane. He also attended the MCMS Distinguished School Visit and the Principal's meeting where the Ventura County Sheriff's Department representatives were there to address the Principal's about programs they offer and how we can work together to improve school safety.

## **REPORT FRM STUDENT BOARD REP**

Matt Dods reported that tonight was Future Freshman night and the Boys' Basketball team had the largest crowd in the school's history for the playoff game against Chaminade.

## **REPORT FROM SUPERINTENDENT**

Dr. Knight reported he had shoulder surgery on his broken shoulder last Wednesday. He thanked the Board for recognized the District administrators for Week of the School Administrators. Dr. Knight also recognized Vanessa Heller for being named California Association of the Gifted Tri-County Teacher of the Year. He asked Dr. Heilbron to give an update on Smarter Balance testing.

## **Report from School Site Councils**

The Board received a School Site Council report from Medea Creek Middle School.

## **Report from Technology Committee**

Jane Mintz reported on the ongoing activities of the Technology Committee.

## **C.1. CONSENT AGENDA**

On motion of Jennifer von Schneidau, seconded by Mary Pallant, the Board of Education approved the Consent Agenda. Motion carried 5-0.

- a. Approve Minutes of Regular Board Meeting February 19, 2013
- b. Public Employee/Employment Changes 01CL22077-01CL22084 & 01CE060022-01CE060039
- c. Approve Purchase Orders –February 1 – February 28, 2013
- d. Approve Overnight Trip for Oak Park High School Rocket Team – April 17-22 2013
- e. Approve Overnight Trip for Oak Park High School Baseball Team – March 30 - April 4, 2013

## **ACTION**

### **2. BUSINESS SERVICES**

**a. Approve Award of Bid #13-01R, Building 200 Modernization at Brookside Elementary School**

This item was pulled.

**b. Approve Award of Bid #13-05R, ADA Field Improvements at Oak Park High School**

This item was pulled.

**c. Approve Award of Bid #13-07R, Parking Lot Repairs at Oak Hills Elementary School**

On motion of Mary Pallant, seconded by Jennifer von Schneidau, the Board of Education approved the Award of Bid #13-07R, Parking Lot Repairs at Oak Hills Elementary School to Quality Paving. Motion carried 5-0.

**d. Approve Award of Bid #13-11R, Domestic Water Service Upgrade at Brookside Elementary School**

On motion of Jennifer von Schneidau, seconded by Barbara Laifman, the Board of Education approved the Award of Bid #13-11R, Domestic Water Service Upgrade at Brookside Elementary School to MM Mechanical. Motion carried 5-0.

**e. Approve Certification of 2012-2013 Second Interim Financial Report and Budget Revisions**

On motion of Barbara Laifman, seconded by Jennifer von Schneidau, the Board of Education approved the Certification of 2012-2013 Second Interim Financial Report and Budget Revisions. Motion carried 5-0.

**f. Approve Donations**

On motion of Mary Pallant, seconded by Jennifer von Schneidau, the Board of Education approved the acceptance of donations. Motion carried 5-0.

**g. Approve Proposed Plan to Reduce Plastic Water Bottles Throughout the District**

Vanessa Heller spoke to the Board about the Water Warriors support of reducing plastic water bottles.

On motion of Barbara Laifman, seconded by Jennifer von Schneidau, the Board of Education approved the plan to reduce plastic water bottles throughout the District. Motion carried 5-0.

**h. Approve Authorization for Superintendent to Award Contract for Bid #13-03R and Bid #13-13R**

On motion of Jennifer von Schneidau, seconded by Mary Pallant, the Board of Education approved authorization of the Superintendent to Award contracts for Bid #13-03R and Bid #13-13R. Motion carried 5-0.

**i. Approve Installation of Relocatable Building on Medea Creek Middle School Campus by Rancho Simi Recreation and Park District for After School Club**

On motion of Mary Pallant, seconded by Sepideh Yeoh, the Board of Education approved the installation of a Relocatable Building on the Mede Creek Middle School campus by Rancho Simi Recreation and Park District for After School Club. Motion carried 5-0.

**j. Approve Process for Recruiting and Appointment Members of Oak Park Citizens' Oversight Committee**

On motion of Sepideh Yeoh, seconded by Jennifer von Schneidau, the Board of Education approved the process for recruiting and appointment of members to the Oak Park Citizens' Oversight Committee. Motion carried 5-0.

**3. BOARD POLICIES**

**a. Approve Amendment to Board Policy 6161.1 – Selection and Evaluation of Instructional Materials – First Reading**

On motion of Mary Pallant, seconded by Sepideh Yeoh, the Board of Education approved the amendment to Board Policy 6161.1 – Selection and Evaluation of Instructional Materials as amended on First Reading. Motion carried 5-0.

**b. Approve Amendment to Board Policy 6161.11 – Supplementary Instructional Materials – First Reading**

On motion of Barbara Laifman, seconded by Sepideh Yeoh, the Board of Education approved the amendment to Board Policy 6161.11 – Supplementary Instructional Materials on First Reading. Motion carried 5-0.

**c. Approve Amendment to Board Policy 6174 – Education for English Language Learners – First Reading**

On motion of Barbara Laifman, seconded by Mary Pallant, the Board of Education approved the amendment to Board Policy 6174 – Education for English Language Learners and will ask CSBA for clarification on one section and bring back for Second Reading. Motion carried 5-0.

**d. Approve Amendment to Board Policy 7214–General Obligation Bonds – First Reading**

On motion of Barbara Laifman, seconded by Mary Pallant, the Board of Education approved the amendment to Board Policy 7214 – General Obligation Bonds on First Reading. Motion carried 5-0.

**e. Approve Amendment to Board Bylaw 9322– Agenda/Meeting Materials – First Reading**

On motion of Jennifer von Schneidau, seconded by Barbara Laifman, the Board of Education approved the amendment to Board Bylaw 9322 – Agenda/Meeting Materials on First Reading. Motion carried 5-0.

**f. Approve Amendment to Board Bylaw 9323 – Actions by the Board – First Reading**

On motion of Jennifer von Schneidau, seconded by Mary Pallant, the Board of Education approved the amendment to Board Bylaw 9323 – Actions by the Board on First Reading. Motion carried 5-0.

**VII. INFORMATION ITEMS**

**VIII. OPEN DISCUSSION**

- 1. Monthly Measure R Bond Fund Status Report**
- 2. Monthly Cash Flow Report**
- 3. Monthly Enrollment and Attendance Report**

**IX. ADJOURNMENT:**

There being no further business before this Board, the Regular meeting is declared adjourned at 8:48 p.m.

\_\_\_\_\_  
Date President of the Board

\_\_\_\_\_  
Date Clerk or Secretary of the Board

**MINUTES OF SPECIAL CLOSED SESSION  
BOARD OF EDUCATION**

**3-15-13**

**#874**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President Allen Rosen, called the special meeting to order at 9:05 a.m. at Oak Park Unified School District Office Conference Room, 5801 E. Conifer Street, Oak Park.

**BOARD PRESENT**

Mr. Allen Rosen, President, Ms. Sepideh Yeoh, Clerk, Ms. Barbara Laifman, Member, and Jennifer von Schneidau, Member

**BOARD ABSENT**

Ms. Mary Pallant, Vice President

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, Dr. Leslie Heilbron, Assistant Superintendent, and Ms. Linda Sheridan, Executive Assistant

**FLAG SALUTE**

Leslie Heilbron led the Pledge of Allegiance to the Flag

**PUBLIC SPEAKERS**

None

**ADJOURN TO CLOSED SESSION**

The Board adjourned to Closed Session at 9:07 a.m.

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Allen Rosen, reconvened the special meeting to order at 9:51 a.m.

**REPORT ON CLOSED SESSION**

Dr. Knight reported the Board discussed personnel matters and took no action in Closed Session held today.

There being no further business before this Board, the Board adjourned to Closed Session at 9:52 a.m.

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Date

President of the Board

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Date

Clerk or Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.1.c. APPROVE PURCHASE ORDERS ISSUED MARCH 1-31, 2013**

CONSENT

**ISSUE:** Shall the Board approve the purchase orders issued March 1-31, 2013?

**BACKGROUND:** This agenda went to press before the end of the March reporting period; consequently, this month's Purchase Order Report will be provided to Board under separate cover. The Report will list all purchase orders issued during the reporting period, and all orders will have been approved by an administrator as a necessary expense and included in the Board-approved operating budget.

**ALTERNATIVES:**

1. Approve the attached Purchase Order Report as submitted.
2. Do not approve the Purchase Order Report.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**

**DATE: APRIL 9, 2013**

**SUBJECT: C.1.d. APPROVE DISPOSAL OF OBSOLETE PERSONAL PROPERTY**  
CONSENT

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**ISSUE:** Shall the Board approve the disposal of obsolete personal property, including computers and related peripherals, per the provisions of Education Code Section 17546?

**BACKGROUND:** The Educational Technology Department and Business Services Division have identified instructional and other equipment that is now obsolete, beyond repair, and no longer needed by the District. This equipment is itemized on Attachment A.

It is the recommendation of Staff that the Board declare these items as surplus and authorize staff to sell or otherwise dispose of the equipment as provided for in Education Code Section 17546.

**ALTERNATIVES:**

1. Declare the list of obsolete equipment as surplus, and authorize its disposal per the provisions of Education Code Section 17546.
2. Do not declare the attached list of obsolete equipment as surplus.

**RECOMMENDATION:** Alternative No. 1

**RATIONALE:** This equipment is obsolete and no longer repairable, and arrangements have been made for its donation pending the approval of the Board.

Prepared by: Martin Klaus, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

**BOARD MEETING, APRIL 9, 2013**

Approve Disposal of Obsolete Personal Property

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**ATTACHMENT A – OBSOLETE EQUIPMENT LIST**

| <b><u>Equipment</u></b> | <b><u>Manufacturer</u></b> | <b><u>Model</u></b> | <b><u>Asset Tag</u></b> | <b><u>Serial Number</u></b> |
|-------------------------|----------------------------|---------------------|-------------------------|-----------------------------|
| CRT                     | Dell                       | M782                | N/A                     | MX-08G157-47605-42R-BKD8    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H0Z5    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H0UF    |
| CRT                     | Dell                       | M782                | N/A                     | MX-08G157-47605-42R-BKCG    |
| CRT                     | KDS                        | AV-7T               | 2277                    | 982001144                   |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12D-H2L1    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H0ZD    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H0YM    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H0V7    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H0TA    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H0V4    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H10C    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H0UT    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H10T    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H0YZ    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H0Z8    |
| CRT                     | Dell                       | M782                | N/A                     | MX-08G157-47605-42R-BKCR    |
| Projector               | Lightware                  | VP800 Plus          | 2441                    | LSCA03610                   |
| Projector               | Lightware                  | VP800 Plus          | 2431                    | LSCA02913                   |
| Projector               | Lightware                  | VP800 Plus          | 2429                    | LSCA02912                   |
| Projector               | Lightware                  | VP800 Plus          | 2440                    | LSCA03609                   |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12E-H0YT    |
| CRT                     | Dell                       | M781p               | N/A                     | MX-07C051-47801-12D-H2H1    |
| Board                   | SMART                      | 680i                | N/A                     | SB680-R2-267528             |
| Board                   | SMART                      | 680i                | N/A                     | SB680-R2-527780             |
| Projector               | SMART                      | UF35                | N/A                     | UF35-43008                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-43025                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-39398                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-32121                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-42023                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-23602                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-42921                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-22560                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-43041                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-42591                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-42445                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-21665                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-43070                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-42930                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-41800                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-38445                  |
| Projector               | SMART                      | UF35                | N/A                     | UF35-23170                  |
| Refrigerator            | McCall                     | 6045                | 2771                    | M-23351                     |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.1.e. APPROVE AMENDED JOINT-USE AGREEMENT WITH RANCHO SIMI RECREATION AND PARK DISTRICT**

CONSENT

**ISSUE:** Shall the Board approve the amended agreement for joint-use of facilities with Rancho Simi Recreation and Park District (RSRPD)?

**BACKGROUND:** The District’s current joint-use agreement with RSRPD was approved in March, 2011, for the period March 1, 2011 through February 28, 2014. RSRPD and the administration of Oak Park High School have worked together to amend the agreement relative to the OPHS tennis court facility, for the purpose of improving mutual access to the courts. The remainder of the attached agreement is unchanged from March, 2011. The RSRPD governing board has approved the amended agreement.

- ALTERNATIVES:**
1. Approve the amended Agreement for Joint-Use of Facilities between the District and Rancho Simi Recreation and Park District.
  2. Do not approve the amended Agreement.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

AGREEMENT BETWEEN THE  
OAK PARK UNIFIED SCHOOL DISTRICT  
AND THE  
RANCHO SIMI RECREATION AND PARK DISTRICT  
FOR USE OF FACILITIES

[Revised on \_\_\_\_\_]

This agreement is made and entered into the date hereinafter set forth by and between the OAK PARK UNIFIED SCHOOL DISTRICT, hereinafter referred to as “School District” and the RANCHO SIMI RECREATION AND PARK DISTRICT, hereinafter referred to as “Park District.”

**WHEREAS**, each school in the Oak Park Unified School District is designated as a community center; and

**WHEREAS**, the citizens of Oak Park are dedicated to the integration of community activities; and

**WHEREAS**, the master plan for the Oak Park community emphasizes the shared use of school and park facilities by their location, and

**WHEREAS**, the California Education Code and California Public Resources Code provide for cooperative use of School District and Park District facilities, and it has been a long standing policy of the Park District to make its facilities available for school use and to use School District facilities for park use, when such use can be of benefit to residents of the entities involved; and

**WHEREAS**, the Board of Education of the Oak Park Unified School District and the Board of Directors of the Rancho Simi Recreation and Park District have determined that it would be in the public interest to enter into an agreement for cooperative use of facilities owned by them;

NOW, **THEREFORE**, in consideration of the covenants, conditions, provisions, agreements, obligations assumed, and the other considerations contained herein, the parties hereto agree as follows:

1. Use of Park District Facilities: The Park District hereby grants to the School District a non exclusive permit to use the buildings, grounds, and facilities of the Park District for programs and activities of the School District, so long as such activities do not interfere with or adversely affect programs and activities sponsored by the Park District. Exceptions to this provision may be made in order to provide exclusive use of selected areas of Park District facilities on a case-by-case basis subject to the approval of the Park District General Manager or appropriate designee.

2. Use of School District Facilities: The School District hereby grants to the Park District a non exclusive permit to use the buildings, grounds, and facilities of the School District for programs and activities of the Park District, so long as such activities do not interfere with or adversely affect programs and activities sponsored by the School District. Exceptions to this provision may be made in order to provide exclusive use of selected areas of School District facilities on a case-by-case basis subject to the approval of the School District Superintendent or appropriate designee.

3. Compliance: The School District agrees to comply with all Policies, Procedures, Rules and Regulations applicable to the use of buildings, grounds, and facilities owned by the Park District. Conversely the Park District agrees to comply with all Policies, Procedures, Rules and Regulations applicable to the use of buildings, grounds and facilities owned by the School District. This provision will also apply to all groups and organizations whose use of facilities is sponsored by either entity.

4. Scheduling of Use: The School District and Park District shall each designate an individual who shall be responsible for coordination of the scheduling of use of facilities under this agreement. All requests for use of School District facilities shall be routed through the Park District representative to the School District representative for consideration and scheduling. Similarly, all requests for use of Park District facilities shall be routed through the School District representative to the Park District representative for consideration and scheduling. All such requests for use of facilities shall be processed as promptly as this can reasonably be accomplished. When a use of facilities by one agency has been approved by the other agency, that use shall not be canceled or modified except when the agency owning such facilities determines that such cancellation or modification is in the best interest of its programs and activities.

5. Charges for Use: The using District shall compensate the owner District for direct costs incurred by the owner District resulting from or associated with the use of buildings, grounds and facilities under this agreement, such as the costs of utilities and expendable supplies resulting from such use and the costs of personnel for custodial care, maintenance, and supervision of use resulting from use by the using District. A one-time charge may be made for processing a request for use of facilities. When such use involves the payment of fees or other charges by participants in programs for which the facilities will be used, the owner District shall be entitled to establish

appropriate use fees. If the owner District establishes such use fees, it shall so advise the using District of those use fees sufficiently far in advance of the proposed use to enable the using District to determine whether or not to proceed with the program involved prior to the time it would be necessary to advertise or promote the program. At such times as shall be convenient to either party, but no less frequently than the last day of June and December of each year, each District shall submit to the other District a statement of charges incurred as a result of use of facilities under this agreement. The charges incurred by each District shall be payable to the other District within a period of sixty (60) days following the period for which such charges were incurred. As an alternative to the assessment of fees between the two parties, either District may compensate the other through the reciprocal use of its facilities in lieu of fee payment. This alternative shall be affected in an equitable manner and is subject to the approval of both parties.

6. Supervision and Control of Use: The supervision and control of Park District programs and activities on school grounds, buildings, and facilities under this agreement shall be the responsibility of the Park District. The supervision and control of School District programs and activities on park grounds, buildings, and facilities under this agreement shall be the responsibility of the School District. All use of buildings, grounds, and facilities under this agreement shall be supervised by the District using same through the services of responsible individuals who shall be familiar with the programs of the parties and the arrangements which have been made by the parties for the use of such buildings, grounds, and facilities. It is specifically understood that it may be necessary for either District to provide personnel to supervise the use by the other District of buildings, grounds, or facilities under this agreement. If the owner District determines that it will be necessary for it to supervise the use by the other District of buildings, grounds, or facilities under this agreement, the owner District shall so advise the using District at the time the owner District grants the using District permission to use its buildings, grounds, or facilities. At that time the owner District shall also advise the using District of the charges which will be made by the owner District for such supervision of use. Each District may also elect to monitor use by the other District under this agreement to insure that such use shall be consistent with this agreement and the public interest. During all use under this agreement, the using District and all individuals engaged in its programs and activities shall respect and

comply with the rules and regulations of the owning District and the reasonable directions and requests of the owning District's representatives.

7. Care and Repair of Property: The School District and the Park District, and their employees, agents, and representatives shall exercise appropriate care in the use of all buildings, grounds, and facilities under this agreement. Further, during such times as buildings, grounds, and facilities are being used under this agreement; the using District shall endeavor to restrain persons not affiliated with the using District from committing any waste or damage to the property so used and to buildings, grounds, and facilities in proximity to those actually being used. In the event buildings, grounds, or facilities are damaged or destroyed during use under this agreement, the using District shall immediately reimburse the owner District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. As an alternative to reimbursement, the using District may, if this is acceptable to the owner District in the specific instance involved, actually repair the damage resulting from such use to the satisfaction of the owner District. The using District shall not be responsible to the owner District for reasonable wear and tear resulting from such use.

8. Modification of Property: Neither District shall modify or alter in any way the buildings, grounds, or facilities of the other District without the specific written authorization of the owner District. The using District may, with owner District approval, place on the buildings, grounds, and facilities of the owner District such reasonable and temporary decorations and displays as may be appropriate to such use. All such decorations and displays shall be placed in such a manner that their use shall not result in damage or detriment to the property of the owner District. All such decorations and displays shall be removed promptly after completion of the use for which they were intended.

9. Expendable Equipment and Supplies: Each District shall supply and furnish such expendable equipment and supplies as shall be necessary to conduct its programs and activities. It is specifically understood that this agreement shall not extend to the use of expendable equipment and supplies.

10. Non-Liability for Loss/Insurance: This agreement is made upon the express condition that the District permitting the use of its buildings, grounds, and facilities by the other District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the use of

such buildings, grounds, and facilities by the other District. The using District hereby assumes all risk of damage to persons and property in or upon the buildings, grounds, and facilities which are the subject of this agreement during such time as said buildings, grounds, and facilities shall be used under this agreement, from any cause or source whatsoever, and the using District, and all others using said buildings, grounds, and facilities under this agreement hereby waive any and all claims against the owner District for damage to persons or property in, on, or about said buildings, grounds, and facilities. The using District shall hold the owner District harmless from any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding, or action brought for injury to persons or damage to property resulting from or associated with the use of said buildings, grounds, and facilities under this agreement. Further, the using District shall save and hold harmless the owner District from any and all orders, judgments, and decrees, which may be entered in such suits or actions. In order to protect each other from liability and loss in this regard, the parties shall each secure, carry, and maintain at all times during the term of this agreement, at their sole cost and expense, public liability and property damage insurance for the joint and several protection and indemnity of both Districts. Said insurance shall be in the principal amount of not less than one million dollars (\$1,000,000.00) combined single limits, as to injury to persons and/or damage to property for a single occurrence. Each District shall provide to the other District evidence of required insurance in the form of a "Certificate of Insurance" which shall provide that the other District shall be notified at least forty-five (45) days in advance of termination or cancellation of said insurance. In addition, each District shall provide to the other District a "Policy Endorsement Form" naming the other District as an additional insured.

11. Notices: All notices to be given under this agreement shall be in writing and shall be effective either upon personal delivery or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served forty-eight (48) hours after being deposited in the United States mail and issuance of a registered or certified mail receipt. Notice shall be delivered or mailed to the principal office of each District.

12. Oak Park High School Tennis Courts The tennis courts located on the Oak Park High School campus serve both an important school purpose and an important public recreation purpose. These provisions are

meant to prevent any conflict in use for these purposes, and also indicate specific maintenance and other responsibilities with regard specifically to the tennis courts. The following table lists regularly scheduled approved school use of the high school tennis courts. Additional school uses may be scheduled, as stated below. The tennis courts shall be available for public recreational purposes at all other times, as determined by the Park District. When all or some of the tennis courts are not being used by the School District in accordance with this schedule, they shall be available for public recreational purposes, as provided by the Park District. The “Dates” below are based upon the start and end dates of the regular school year, and will therefore vary slightly from year to year. Each year the School District will provide to the Park District the actual school year start and end dates, so that both agencies can adjust accordingly.

| <i>Dates</i>               | <i>Time</i>              | <i>Days of Week</i>          | <i>Number of Courts</i> | <i>User</i>   |
|----------------------------|--------------------------|------------------------------|-------------------------|---------------|
| <i>August 20 – June 15</i> | <i>1:30 pm – 6:30 pm</i> | <i>Weekdays</i>              | <i>All Courts</i>       | <i>School</i> |
| <i>June 16 – July 26</i>   | <i>3:30 pm – 6:30 pm</i> | <i>Weekdays</i>              | <i>All Courts</i>       | <i>School</i> |
| <i>Year-round</i>          | <i>6:30 pm – 9:00 pm</i> | <i>Weekdays</i>              | <i>One Court</i>        | <i>School</i> |
| <i>Year-round</i>          | <i>9:00 am – 6:00 pm</i> | <i>Saturday &amp; Sunday</i> | <i>One Court</i>        | <i>School</i> |

- a. The school use times indicated above may include coaching by the School District’s tennis coaches, however, the age of the kids being coached must be between 13 – 19 years old. If those being coached are under or over these ages, the use will not be considered a school use and instead be considered private lessons. Unless approved by the Park District in writing, private lessons during public recreational use of the tennis courts are prohibited. Any person violating this restriction may be warned and/or cited by the Park District’s Park Rangers.
- b. During the times that the School District is using only one court it shall make best efforts to use court number 1 to help provide predictability to recreational tennis players.

- c. A schedule showing the School District's scheduled uses shall be posted in a visible location at the tennis courts, so that the public may readily determine when the tennis courts are available.
- d. All or some of the tennis courts may also be needed at other special times, for school sponsored make-up games, tournaments, or other required California Interscholastic Federation (CIF) needs. The School District will make reasonable effort to notify the Park District of these special uses 30 days prior to the special use so and the Park District will make reasonable effort to reschedule any program that may be in conflict with the School District's special use. School fund raising tournaments are expected to occur 2-3 times per year and will likely occur on a Friday from 4 pm – 8 pm, and on a Saturday and Sunday from 10 am – 5 pm.
- e. The School District and its tennis coaches will make best efforts to end practices and instruction based upon the times stated in the table above, and would definitely stop immediately if there was a public need for the courts. If no such immediate public need exists, School District and School District tennis coach use will be completed within 15 – 20 minutes of the stated time frames.
- f. RSRPD reserves the right to charge appropriate fees for use of the courts by non-school groups and/or individuals. Such fees shall be used either in whole or in part to offset the costs of utilities and ongoing maintenance of the facility. RSRPD shall be responsible for all costs of electrical service to the facility (subject to an offset for electricity costs associated with lighting any or all tennis courts used by the School), lamp replacement and electrical repairs to the facility. RSRPD shall wash all tennis courts once per month and replace tennis court nets and center straps as necessary. OPUSD shall blow off courts as necessary, spot clean spills and empty trash containers as necessary. Large-scale maintenance projects such as court resurfacing, painting, and repair/replacement of

windscreens, fencing, or other fixtures shall be funded jointly by RSRPD and OPUSD on an equal basis.

- g. Due to the composition of the court surfaces, and in an effort to avoid excessive maintenance costs, “high-impact” activities such as roller hockey and the use of remote controlled vehicles are prohibited within the fenced court area. Both OPUSD and RSRPD shall make every effort to enforce this restriction.

13. Term of Agreement: This revised agreement shall commence as of \_\_\_\_\_, and continue thereafter for a term of three (3) years to and including February 28, 2014. This agreement may, however, be terminated by either party hereto upon the giving of ninety (90) days written notice to the other party of its intention to terminate this agreement. Such termination shall be effective upon the expiration of said ninety (90) days.

Dated: \_\_\_\_\_

OAK PARK UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Anthony W. Knight , Superintendent

Dated: \_\_\_\_\_

RANCHO SIMI RECREATION & PARK  
DISTRICT

\_\_\_\_\_  
Larry Peterson, General Manager

**TO: BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: AUGUST 21, 2012**  
**SUBJECT: C.1.f. APPROVE QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS – OCTOBER 2011, JANUARY 2013 AND APRIL 2013**

Consent

**ISSUE:** Shall the Board of Education approve the Quarterly Report on Williams Uniform Complaints – January 2013 and April 2013?

**BACKGROUND:** As a result of a lawsuit filed against the State of California, the State Legislature passed several bills that codified the negotiated settlement to the suit. One of the many requirements of this legislation is for school districts to establish a uniform complaint process to allow parents or member of the public to register written complaints regarding textbook/instructional materials sufficiency, teacher vacancy or missassignment, and hazardous conditions of school facilities.

Education Code 35186 requires the Superintendent or designee report summarized date on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the Board of Education and the County Office of Education. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting.

These two Quarterly Reports were never completed or approved by the Board. In order to keep the files up to date, we are requesting the Board approve these reports to be turned into the County Office of Education\

- ALTERNATIVES:**
1. Approve the Quarterly Report on Williams Uniform Complaints – January 2013 and April 2013
  2. Do not approve the Quarterly Report on Williams Uniform Complaints – January 2013 and April 2013

**RECOMMENDATION:** Alternative #1.

**RATIONALE:** It is the policy of the district to comply with federal and state laws and regulations governing education programs or activities which receive state or federal funding.

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

**Board Action:** On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:  
**VOTE:**            **AYES**    **NOES**    **ABSTAIN**    **ABSENT**

|                      |       |       |       |       |
|----------------------|-------|-------|-------|-------|
| <b>Laifman</b>       | _____ | _____ | _____ | _____ |
| <b>Pallant</b>       | _____ | _____ | _____ | _____ |
| <b>Rosen</b>         | _____ | _____ | _____ | _____ |
| <b>Von Schneidau</b> | _____ | _____ | _____ | _____ |
| <b>Yeoh</b>          | _____ | _____ | _____ | _____ |
| <b>Student Rep.</b>  | _____ | _____ | _____ | _____ |







**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.1.g APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL SOLAR CUP CLUB – MAY 16-19, 2013**

CONSENT

**ISSUE:** Shall the Board approve a field trip for the Oak Park High School Solar Cup Club?

**BACKGROUND:** Principal, Kevin Buchanan, requests approval for this club trip scheduled for May 16-19<sup>th</sup> at Lake Skinner, by Temecula, CA. Approximately 10 club members, two OPUSD staff advisors and two parent chaperones will travel by district approved drivers in private vehicles. Club members and chaperones will stay at the Lake Skinner campground. The cost will be approximately \$15-20 per student to cover the cost of food, transportation, and the campsite. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved *Field Trip Planning Guide/Checklist* have been met.

**ALTERNATIVES:** 1. Approve overnight trip as presented.  
 2. Do not approve overnight trip as presented.

**RECOMMENDATION:** Alternative #1.

Prepared by: Geri Sterling  
 Certified by: Kevin Buchanan

Respectfully submitted

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

**Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:**

| VOTE:          | AYES  | NOES  | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Laifman        | _____ | _____ | _____   | _____  |
| Pallant        | _____ | _____ | _____   | _____  |
| Rosen          | _____ | _____ | _____   | _____  |
| von Schneidau  | _____ | _____ | _____   | _____  |
| Yeoh           | _____ | _____ | _____   | _____  |
| Student Member | _____ | _____ | _____   | _____  |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: ANTHONY W. KNIGHT Ed.D., SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.1.h APPROVE STUDENT TEACHING AGREEMENT WITH CSU CHANNEL ISLAND**

CONSENT

**ISSUE:** Shall Oak Park Unified School District enter into Student Teaching Agreement with CSU Channel Island, commencing July 1, 2013 until June 30, 2016.

**STATEMENT:** Education Code section 11006 authorizes the Governing Board of any school district to enter into agreements with a state college/university or private college/university accredited by the State Board of Education as a teacher education institution, to provide supervised student teaching experience.

**ALTERNATIVES:**

1. Approve Student Teaching Agreement with CSU Channel Island, commencing July 1, 2013, until June 30, 2016 and authorize the Superintendent to sign the agreement on behalf of the District.
2. Do not approve Student Teaching Agreement with CSU Channel Island.

**RECOMMENDATION:** Alternative #1

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight Ed.D.  
 Superintendent

Prepared by:  
 Leslie Heilbron, Ed.D., Assistant Superintendent, HR

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| Von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep.  | _____ | _____ | _____   | _____  |

**CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS  
STUDENT TEACHING AGREEMENT**

THIS STUDENT TEACHING AGREEMENT (hereinafter "Agreement") is entered into by and between California State University Channel Islands, the Trustees of The California State University, on behalf of the State of California, all of which are hereinafter called the University, and Oak Park, the School District, hereinafter called OAK PARK.

WHEREAS, OAK PARK and University desire to enter into an agreement for OAK PARK to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, OAK PARK will be paid at the rate of Twenty-Five Dollars (\$25.00) per semester unit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the University and OAK PARK as follows:

1. The TERM of this Agreement is July 1, 2013 through June 30, 2016, with the option to either party to review and terminate the Agreement at the end of each fiscal year on or before June 30 by providing written notice of termination to the other party on or before June 30 of each year.
2. OAK PARK shall provide to the University students, teaching experience through practice teaching in schools and classes of OAK PARK. Such practice teaching shall be provided in such schools or classes of OAK PARK and under the direct supervision and instruction of such employees of OAK PARK, as OAK PARK and the University, through their duly authorized representative, may agree upon.
3. OAK PARK may refuse to accept for practice teaching any student of the University assigned to practice teaching in OAK PARK, and upon request of OAK PARK, the University shall terminate the assignment of any student of the University to practice teaching in the OAK PARK.
4. The University will pay OAK PARK for the performance by OAK PARK of all services required to be performed under this agreement at the rate and in the amount of Twenty-Five Dollars (\$25.00) for each semester unit of practice teaching.
5. The University will provide fingerprint and criminal background check clearance for any student assigned to OAK PARK.
6. An assignment of a student of the University to practice teaching in classes of OAK PARK shall be for approximately 16 weeks of student teaching at two days per week (i.e., ECS 461 equal to four (4) units), but a student may be given more than one assignment by the University to practice teaching in classes.
  - 6.1 The assignment of a student of the University to practice teaching at OAK PARK shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of OAK PARK the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
  - 6.2 In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, OAK PARK shall still receive payment on account of such student for the full number of units of the initial assignment. If a student is assigned by the University to a different OAK PARK teacher after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

- 6.3 Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student by OAK PARK.
7. Within a reasonable time following the close of each semester of the University, OAK PARK shall submit an invoice to the University for payment, at the rate provided herein at Section 3, for all units of practice teaching provided by OAK PARK under and in accordance with this agreement during said semester.
8. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay OAK PARK any amount in excess of Twenty-Five Dollars (\$25.00) per semester unit.
9. At no time shall a student be considered or become an employee of OAK PARK.
10. Taxes and Workers' Compensation:
- 10.1 University assumes sole and full responsibility for complying with any federal, state or local employment laws and ordinances. University further acknowledges OAK PARK shall not be responsible for payment of employment taxes, disability benefits, and unemployment insurance taxes.
- 10.2 The University is self-insured for worker's compensation and placed students are included in the University's program pursuant to this terms of this agreement.
- 10.3 University agrees to defend, indemnify and hold OAK PARK harmless from and against any and all claims, losses, damages, lawsuits, actions, liabilities, proceedings and attorneys' fees and costs, arising out of or relating to the following concerning the students or this Agreement: employment laws and ordinances, employment taxes, disability benefits, unemployment insurance taxes and workers' compensation, liability.
11. Insurance. It is understood and agreed that the University will maintain insurance (self or group) programs to fund its liabilities under this Agreement.
- The University agrees to procure and provide the SPLIP (Student Professional Liability Insurance Program) as a "claims made" policy in the amount of One Million Dollars (\$1,000,000) each loss, and Three Million Dollars (\$3,000,000) aggregate for all covered parties, and not per student. Coverage is provided for claims which are both: (1) first made against the Insured during the policy period: and (2) reported to the Carrier as soon as practical, but not later than three (3) years after the policy period. OAK PARK will be considered an additional insured on the student's general liability policy. The University agrees that OAK PARK shall be an additional named insured under the SPLIP.
12. Compliance with Laws; Harassment Policy: University acknowledge and agree that student will comply with all applicable laws and regulations. University acknowledges receipt of OAK PARK's policy against harassment, including but not limited to sexual harassment, and agrees that student and University will abide by said policy at all times.
- 12.1 Before assigning student to OAK PARK, the University will instruct such student on applicable University and federal laws relating to unlawful discrimination (including harassment).

12.2 The University will also instruct student on state and federal laws related to the Family Educational Rights and Privacy Act (FERPA).

The parties have executed this Agreement as of the date set forth below.

STATE OF CALIFORNIA

Oak Park, the School District

Trustees of the California State University  
California State University Channel Islands

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Buyer II, Procurement & Contract Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.1.i APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL FUTURE BUSINESS LEADERS OF AMERICA – APRIL 18-21, 2013**

CONSENT

**ISSUE:** Shall the Board approve a field trip for the Oak Park High School Future Business Leaders of America Club?

**BACKGROUND:** Principal, Kevin Buchanan, requests approval for this club to attend a competition scheduled for April 18-22 in Santa Clara, CA. Approximately 12 club members, one OPHS advisor and one parent chaperone will travel by district approved drivers in private and district vehicles. Ten members, advisor and parent chaperone will depart the morning of April 18<sup>th</sup> and return the afternoon of April 21<sup>st</sup>. The two final members will arrive on Friday and Saturday with their parents. Members and chaperones will stay at the Hyatt Regency in Santa Clara. The cost will be approximately \$275-\$350 per student (depending on room assignment) to cover the cost of registration, transportation, and lodging. Students will also pay for their own meals & misc. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved *Field Trip Planning Guide/Checklist* have been met.

**ALTERNATIVES:** 1. Approve overnight trip as presented.  
 2. Do not approve overnight trip as presented.

**RECOMMENDATION:** Alternative #1.

Prepared by: Geri Sterling  
 Certified by: Kevin Buchanan

Respectfully submitted

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

**Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:**

| VOTE:          | AYES  | NOES  | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Laifman        | _____ | _____ | _____   | _____  |
| Pallant        | _____ | _____ | _____   | _____  |
| Rosen          | _____ | _____ | _____   | _____  |
| vonSchneidau   | _____ | _____ | _____   | _____  |
| Yeoh           | _____ | _____ | _____   | _____  |
| Student Member | _____ | _____ | _____   | _____  |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.2.a. RATIFY REJECTION OF BID NO. 13-01R, BUILDING 200 MODERNIZATION AT BROOKSIDE ELEMENTARY SCHOOL**

ACTION

**ISSUE:** Shall the Board ratify the rejection of all bids received in connection with Bid No. 13-01R, Building 200 Modernization at Brookside Elementary School?

**BACKGROUND:** In its approval of the District's Facility Master Plan in December 2012, the Board authorized Project 13-01R, Building 200 Modernization at Brookside Elementary School. As permitted by Education Code (EC) Section 17604, at its meeting on March 12, 2013, the Board authorized the Superintendent to award Bid No. 13-01R for this work to the lowest responsive and responsible bidder, subject to the Board's subsequent ratification. On March 8, 2013, six bids were received in response to the District's call for bids for this project. The following is a recap of the bids received; bid amounts are Base Bid only, no alternates were requested:

| <u>Bidder</u>                | <u>Bid Amount</u> |
|------------------------------|-------------------|
| SBS Corporation              | \$ 681,838.00     |
| Monet Construction           | \$ 798,000.00     |
| Tomar Construction           | \$ 798,800.00     |
| Waisman Construction         | \$ 831,000.00     |
| Sunpeak Construction         | \$ 1,070,000.00   |
| Toby B. Hayward Construction | \$ 1,288,000.00   |

All bids received were thoroughly reviewed and analyzed, and many irregularities were found in each of the bids. After review by, and on recommendation of, District legal counsel, it was recommended that all bids be rejected and that the project should be re-bid. Based on this recommendation, the Superintendent rejected all bids received for this project and directed staff to re-bid the project.

**ALTERNATIVES:**

1. Ratify the rejection of all bids received for Bid 13-01R, and authorize staff to re-bid this project.
2. As permitted by EC 17604, authorize the Superintendent to award a contract to the lowest responsive and responsible bidder responding to the re-issued bid for Project 13-01R, subject to the Board's subsequent ratification.
3. Do not ratify the Superintendent's action.

**RECOMMENDATION:** Alternatives No. 1 and 2

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.2.b. RATIFY AWARD OF BID NO. 13-03R, BUILDING C MODERNIZATION AT OAK PARK HIGH SCHOOL**

ACTION

**ISSUE:** Shall the Board ratify the award of Bid No. 13-03R, Building C Modernization at Oak Park High School?

**BACKGROUND:** In its approval of the District’s Facility Master Plan in December 2012, the Board authorized Project 13-03R, Building C Modernization at Oak Park High School. As permitted by Education Code (EC) Section 17604, at its meeting on March 12, 2013, the Board authorized the Superintendent to award Bid No. 13-03R for this work to the lowest responsive and responsible bidder, subject to the Board’s subsequent ratification. Bids for this project were received March 28, 2013. It is not anticipated that the thorough review and analysis necessary to make a recommendation for award of this project can be completed prior to this evening’s meeting. Accordingly, it is requested that the Board let stand its authorization of March 12, 2013, permitting the Superintendent to award this bid to the lowest responsive and responsible bidder, or to reject all bids, once careful analysis has been completed. The action taken by the Superintendent will be brought to the Board for its approval at its regularly scheduled May meeting.

- ALTERNATIVES:**
1. Authorize the Superintendent to award Bid #13-03R to the lowest responsive and responsible bidder, or to reject all bids, as permitted by EC 17604.
  2. Do not authorize the Superintendent to award Bid #13-03R.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.2.c. RATIFY AWARD OF BID NO. 13-05R, ADA FIELD IMPROVEMENTS AT OAK PARK HIGH SCHOOL**

ACTION

**ISSUE:** Shall the Board ratify the award of Bid 13-05R, ADA Field Improvements at Oak Park High School?

**BACKGROUND:** In its approval of the District’s Facility Master Plan in December 2012, the Board authorized the upgrade of the Oak Park high school athletic fields to meet requirements of the Americans with Disabilities Act (ADA). Designated as Project 13-05R, the budget established for this work is \$304,000 for direct construction and \$58,854 as contingency, for a total of \$362,854. As permitted by Education Code Section 17604, at its meeting on March 12, 2013, the Board authorized the Superintendent to award Bid No. 13-05R for this work to the lowest responsive and responsible bidder, subject to the Board’s subsequent ratification. On February 22, 2013, five bids were received in response to the District’s call for bids for this project. The following is a recap of the bids received; bid amounts are Base Bid and requested Additive Alternate Bid #1:

| <u>Bidder</u>         | <u>Base Bid</u> | <u>Alternate Bid</u> | <u>Total Bid</u> |
|-----------------------|-----------------|----------------------|------------------|
| SBS Corporation       | \$319,488       | \$86,099             | \$405,587        |
| Waisman Construction  | \$322,000       | \$83,000             | \$405,000        |
| A. Bates Construction | \$381,140       | \$96,000             | \$477,140        |
| Mendez Concrete       | \$385,084       | \$54,280             | \$439,364        |
| Malibu Pacific        | \$389,000       | \$98,000             | \$487,000        |

All bids received were thoroughly reviewed and analyzed. Each bid listed at least one subcontractor who did not meet the five-year experience requirement, and it is recommended that this deviation be waived by the Board for each bidder as a minor irregularity. Particular attention was paid to the additive alternate bid, which will provide badly needed electrical infrastructure to the 35-year old softball and baseball fields. Based on the recommendation of District staff, Balfour Beatty Construction (BBC), and the Facility Planning Subcommittee, the Superintendent awarded Bid 13-05R, Base Bid and Additive Alternate Bid #1, to Waisman Construction of Canoga Park, California, in the amount of \$405,000, as the lowest responsive and responsible bidder.

- ALTERNATIVES:**
1. Waive the subcontractor experience issue for each bidder as a minor irregularity; ratify the award of Bid 13-05R, Base Bid and Alternate Bid #1, to Waisman Construction, in the amount of \$405,000, as lowest responsive and responsible bidder.
  2. Do not ratify the award.
  - 3.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.2.d. RATIFY AWARD OF BID NO. 13-13R, ROOF REPLACEMENT ON RELOCATABLE CLASSROOMS AT OAK HILLS ELEMENTARY SCHOOL AND MEDEA CREEK MIDDLE SCHOOL**

ACTION

**ISSUE:** Shall the Board ratify the award of Bid No. 13-13R, Roof Replacement on Relocatable Classrooms at Oak Hills Elementary School and Medea Creek Middle School?

**BACKGROUND:** In its approval of the District’s Facility Master Plan in December 2012, the Board authorized the roof replacement on relocatable classrooms at Oak Hills Elementary School and Medea Creek Middle School. Designated as Project 13-13R, the budget established for this work is \$86,160 for direct construction and \$16,370 as contingency, for a total budget of \$102,530. As permitted by Education Code Section 17604, at its meeting on March 12, 2013, the Board authorized the Superintendent to award Bid No. 13-13R for this work to the lowest responsive and responsible bidder, subject to the Board’s subsequent ratification. On March 12, 2013, one bid was received in response to the District’s call for bids for this project. The following is a recap of the bids received; bid amounts include the Base Bid and the requested additive alternate bid:

| <u>Bidder</u>           | <u>Base Bid</u> | <u>Alternate Bid #1</u> | <u>Bid Amount</u> |
|-------------------------|-----------------|-------------------------|-------------------|
| Channel Islands Roofing | \$57,498.00     | \$12,812.00             | \$70,310.00       |

The single bid has been thoroughly reviewed. Based on the recommendation of District staff, Balfour Beatty Construction (BBC), and the Facility Planning Subcommittee, the Superintendent awarded Bid 13-13R, Roof Replacement on Relocatable Classrooms at Oak Hills Elementary School and Medea Creek Middle School, Base Bid and Alternate Bid #1, to Channel Islands Roofing of Oxnard, California, in the amount of \$70,310.00, as the lowest responsive and responsible bidder.

- ALTERNATIVES:**
1. Ratify the award of Bid 13-13R, Roof Replacement on Relocatable Classrooms at Oak Hills Elementary School and Medea Creek Middle School to Channel Islands Roofing, in the amount of \$70,310.00, as lowest responsive and responsible bidder.
  2. Do not ratify the award.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**

**DATE: APRIL 9, 2013**

**SUBJECT: C.2.e. APPROVE AWARD OF BID 13-19R, CONCRETE WALKWAY REPAIRS AT OAK PARK HIGH SCHOOL**

ACTION

**ISSUE:** Shall the Board award Bid 13-19R, Concrete Walkway Repairs at Oak Park High School?

**BACKGROUND:** In its approval of the District’s Facility Master Plan on December 12, 2012, the Board authorized the repair of the deteriorating concrete walkways at Oak Park High School. The budget established for this project was \$93,000 for direct construction, with a contingency of \$17,670, for a total budget of \$110,670.

Bids for this work are scheduled to be received and opened on April 2, 2013. Upon opening, bids will be reviewed and analyzed by District staff and construction manager Balfour Beatty Construction. After completion of the review, a recommendation for award will be prepared and forwarded to the Board in advance of this evening’s meeting.

**ALTERNATIVES:**

1. Award Bid 13-19R, Concrete Walkway Repairs at Oak Park High School as recommended.
2. Reject all bids received and direct staff to re-bid the project.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
Anthony W. Knight, Ed.D.  
Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.2.f. APPROVE MEDEA CREEK MIDDLE SCHOOL AMPHITHEATER FACILITIES PROJECT**

ACTION

**ISSUE:** Shall the Board approve the proposed amphitheater facilities project at Medea Creek Middle School?

**BACKGROUND:** The Medea Creek Middle School administration, in concert with its Parent Faculty Association (PFA) have developed a proposal for an outdoor amphitheater on the middle school campus, to be located in close proximity to the school's lunch area. The proposed installation would be funded entirely by the PFA, and assuming the Board's approval, would be accomplished during the summer recess. The project has been reviewed for compliance with DSA and ADA requirements by the Business Operations Department, which fully endorses this effort.

Documentation of the project scope, drawings, and budget were being finalized as this agenda was going to press. This documentation will be forwarded to the Board for its review in advance of this evening's meeting.

**ALTERNATIVES:**

1. Approve the proposed amphitheater facilities project at Medea Creek Middle School as recommended.
2. Do not approve the project.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.2.g APPROVE RESOLUTION NO. 13-08, PARTICIPATION IN CSBA CALIFORNIA SCHOOL CASH RESERVE PROGRAM**

ACTION

**ISSUE:** Shall the Board adopt Resolution No. 13-08 for participation in the Cash Reserve Program sponsored by the California School Boards Association (CSBA) Finance Corporation?

**BACKGROUND:** Through its participation in the CSBA Cash Reserve Program, the District will be able to address its 2013-14 cash flow needs through a tax and revenue anticipation note (TRAN) as part of this cost-effective pooled structure. CSBA Cash Reserve Program is now in its 26th year. In the 2012-13 fiscal year, over 200 school districts, community college districts, and county offices of education were involved in the issuance of more than \$1.5 billion of notes issued through the Program. This participation represents a significant majority of schools that issue TRANs. An overview of this cash management concept and the Program is provided below:

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

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

***Cash Reserve Program Background:*** The first Cash Reserve Program was issued in June of 1988 for six districts with an aggregate issue amount of \$9.6 million. Since that time the Program has grown dramatically in size, servicing the majority of California school district TRAN issuers, issuing more than \$1.5 billion for the 2012-2013 fiscal year. Each year the Program has resulted in a significant benefit to the participants. The highlights of the Program are as follows:

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

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

- *Adoption of Resolution:* Adoption of the resolution does not obligate the District to participate in the Program. The resolution simply delegates to the administration the right to decide on participation.

**BOARD MEETING, APRIL 9, 2013**  
 Resolution No.13-08, Participation in CSBA  
 California School Cash Reserve Program  
 Page 2

- *Cash Flow and Credit Background Process:* Participants submit a completed credit questionnaire and financial information (including audits, budget, and second period interim cash flow report) that is used to develop an initial pro-forma cash flow statement for 2013-2014. Participants review, revise, and approve their cash flow statement. The cash flows are reviewed by Orrick, Herrington & Sutcliffe, the Program's Bond Counsel.
- *Pricing:* The pricing of the issue is anticipated to occur in early June. At that time the interest rate on the notes will be locked-in. Our District is not obligated to participate until it acknowledges issuance prior to the sale of notes.
- *Closing:* Closing of the issue will occur in early July. The District will have access to the proceeds of the TRAN available to meet our temporary cash flow needs.

It is recommended that the Board adopt the attached resolution, allowing administration to proceed to the next step in the process and take part in this beneficial Program for schools. Once again, the District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation at the time of pricing when the interest cost and reinvestment rates are known.

**ALTERNATIVES:**

1. Adopt Resolution No. 13-08 authorizing the borrowing of funds for fiscal year 2013-2014, the sale of one or two series of 2013-2014 Tax and Revenue Anticipation Note(s), participation in the California School Cash Reserve Program; and requesting the Board of Supervisors to issue and sell said note(s).
2. Do not adopt Resolution No. 13-08.

**RECOMMENDATION:** Alternative No. 1.

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

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

**DISTRICT RESOLUTION #13-08**

**NAME OF DISTRICT: OAK PARK UNIFIED SCHOOL DISTRICT\***

**LOCATED IN: COUNTY OF VENTURA**

**MAXIMUM AMOUNT OF BORROWING: \$7,500,000**

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2013-2014 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2013-2014 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES**

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

**WHEREAS**, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2014 ("Fiscal Year 2013-2014") by the issuance of its 2013-2014 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2013-2014 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the

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

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

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

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

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

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

**WHEREAS**, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2013-2014 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2013-2014 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special

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

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

**WHEREAS**, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2013-2014 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 2. Issuance of Notes.**

(A) **Initial Issuance of Notes.** This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2013-2014 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)\* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2013-2014 [Subordinate]\*\* Tax and Revenue Anticipation Notes, Series \_\_\_" in one or more of the following Series, in order of priority of payment as described herein:

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

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

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

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

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

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

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

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

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2013-2014 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

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

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

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

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

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2013-2014 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

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

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

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

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) two thousand five hundred dollars (\$2,500). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2013 (or the date of adoption of this Resolution if after May 1, 2013) through June 15, 2014 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 6. No Joint Obligation.**

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

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

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

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

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

For Notes issued in calendar 2013 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2013, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2013, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2014 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2014, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2014, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

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

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Tax-Exempt Series of Pool Bonds) is not Tax-Exempt.

In the event amounts on deposit in the Proceeds Subaccount of the District are withdrawn upon requisition as specified in the Trust Agreement or the Indenture, as applicable, and are deposited in the Treasury of the County to the credit of the District, such amounts may be withdrawn from the Treasury to be used and expended by the District for any purpose for which

it is authorized to expend funds. Such amounts shall, if held by the County Treasury, to the greatest extent possible, be invested by the County Treasurer-Tax Collector, or such other appropriate investment officer of the County: (a) directly in investments permitted by the laws of the State of California as now in effect and as hereafter amended, in each case meeting Standard & Poor's criteria for investments, and in accordance with such procedures and subject to such requirements as the County Treasurer-Tax Collector or such other appropriate investment officer of the County shall establish; (b) in the Local Agency Investment Fund maintained by the Treasurer of the State of California; (c) in the County Pooled Investment Fund; or (d) in investment agreements with financial institutions with senior unsecured credit ratings of "AA-" or better and "Aa3" or better from Standard and Poor's and Moody's Investors Service, respectively.

**Section 8. Source of Payment.**

(A) **Pledge.** The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2013-2014 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

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

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

Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

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

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

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

- (1) with respect to all Series of Senior Notes:
  - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
  - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
  - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2013-2014 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

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

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

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

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

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2013-2014 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2013-2014, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2006-2008 through Fiscal Year 2011-2012, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to

collect at least eighty-five percent (85%) of such amount for Fiscal Years 2012-2013 and 2013-2014, respectively.

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

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

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

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

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in

appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

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

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

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

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2013 (the "Fiscal Year 2012-2013") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2012-2013 or

Fiscal Year 2013-2014 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2013-2014.

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

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

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

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently

calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2013-2014 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2013-2014 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

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

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

Section 14. Events of Default and Remedies.

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

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

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

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase

Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

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

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

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

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

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

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

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

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the

amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

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

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

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

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

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

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

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

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

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

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

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

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

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

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

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;

- h. Rating changes; or**
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person.**

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;**
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;**
- c. Optional, contingent or unscheduled bond calls;**
- d. Release, substitution or sale of property securing repayment of such Series of Notes;**
- e. Non-payment related defaults;**
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or**
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee.**

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

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

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

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

(D) The District's obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a "Listed Event"), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a

Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

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

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

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

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

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

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

**Section 19. Approval of Actions.** The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to

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

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

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

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

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

**Section 23.** **Submittal of Resolution to County.** The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of

the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A  
FORM OF NOTE

R-1

\$ \_\_\_\_\_

\_\_\_\_\_ DISTRICT/ \_\_\_\_\_ BOARD OF EDUCATION  
COUNTY OF VENTURA, CALIFORNIA  
2013-2014 [SUBORDINATE]\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_

Date of  
Original Issue

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

SERIES PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

|   | <u>Interest Rate</u>  |   | <u>Maturity Date</u>  |   |
|---|---|---|---|---|
|   | ____%   |   | ____, 20__  |   |
| <u>First<br/>Repayment Period</u>   | <u>Second<br/>Repayment Period</u>  | <u>Third<br/>Repayment Period</u>   | <u>Fourth<br/>Repayment Period</u>  | <u>Fifth<br/>Repayment Period</u>                                   |
| ____% of the total of<br>[principal] [interest]<br>[principal and<br>interest] due at<br>maturity | ____% of the total of<br>[principal] [interest]<br>[principal and<br>interest] due at<br>maturity | ____% of the total of<br>[principal] [interest]<br>[principal and<br>interest] due at<br>maturity | ____% of the total of<br>[principal] [interest]<br>[principal and<br>interest] due at<br>maturity | 100% of the total of<br>principal and interest<br>due at maturity** |

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on \_\_\_\_\_ 1, 20\_\_ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

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

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

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

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

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

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2013-2014 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

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

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

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

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

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

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

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

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

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

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

[COUNTY OF VENTURA]\*  
[DISTRICT/ \_\_\_\_\_]  
BOARD OF EDUCATION]\*\*

By \_\_\_\_\_  
Title:

[(SEAL)]

Countersigned

By \_\_\_\_\_

Title:

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

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

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

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

**BY \_\_\_\_\_  
AUTHORIZED OFFICER**

**ASSIGNMENT**

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

Dated: \_\_\_\_\_

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

**Signature Guaranteed:**

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.2.h. APPROVE ESTABLISHMENT OF COMMERCIAL ACCOUNT AGREEMENT WITH AMERICAN EXPRESS**

ACTION

**ISSUE:** Shall the Board approve the establishment of a Commercial Account Agreement, Application and Program with American Express?

**BACKGROUND:** Administration is requesting authorization to proceed with all documentation necessary to establish a Commercial Account Agreement, Application and Program with American Express. This is a very creative financial awards program in which it draws an income for the District of approximately 1% of all payments linked with American Express. Many of the vendors that the District currently purchases from are already established under this awards program.

Once the District program is established, it can submit for awards to be set up in the District's name. At the end of each year, the District will then be able to use those awards with any of the multiple vendors established to obtain equipment, supplies, and services for the District at no cost. Currently, the District does not have a rebate awards program; the American Express rebate of approximately 1% will help the District obtain needed equipment, supplies, and services, and provide another resource to assist balancing the budget. American Express will waive its annual membership fee for the District to participate in the program. Program documentation was being assembled for the Board's information as this agenda was going to press. This information will be provided to the Board in advance of this evening's meeting.

**ALTERNATIVES:**

1. Approve the establishment of a Commercial Account Agreement, Application and Program with American Express.
2. Do not approve the establishment of a Commercial Account Agreement, Application and Program with American Express.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.2.i. APPROVE ACCEPTANCE OF DONATIONS**

ACTION

**ISSUE:** Shall the Board acknowledge and accept donations made to the Oak Park Unified School District?

**BACKGROUND:** The following donations have been made to the District:

| <u>Site</u> | <u>Gift/Donor</u>  | <u>Est. Value</u> |
|-------------|--|-------------------|
| OPHS        | Donation to Science Projects/Dave Nelson                       | \$ 1,000.00       |
| OPHS        | 500 Pens/Phuong Kim Nguyen                                     | \$ 350.00         |
| BES         | Donation for Library Furnishings/<br>Denise and Todd Helfstein | \$ 1,500.00       |

**RECOMMENDATION:** Accept the donations with thanks.

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.3.a. APPROVE AUTHORIZATION TO ESTABLISH NEW ADMINISTRATIVE POSITION– DEAN OF STUDENTS, MIDDLE SCHOOL**

ACTION

**ISSUE:** Shall the Board authorize the establishment of a new administrative position, Dean of Students, Middle School and approve the associated job description?

**BACKGROUND:** Traditionally, the Dean of Students, Middle School is a Teacher on Special Assignment position. This has created a lack of continuity and restrictions on the Dean’s ability to handle administrative tasks.

Staff is recommending that the Board establish a new administrative position to be called Dean of Students, Middle School. A copy of the proposed job description is attached for the Board’s review and approval.

This new position will report to the site principal. It will be placed on the Administrative Salary Schedule with 195 workdays and a salary range of \$74,515 to \$85,509. The impact on the budget will be minimal as the current Dean is at D14 on the Certificated Salary Schedule with a total cost of \$105,807.57. If we replace this employee with a Step 1 on the Dean of Students, Middle School Administrative Salary Schedule, the difference in cost is \$284.21 less than the current Teacher on Special Assignment.

**ALTERNATIVES:**

1. Approve the establishment of an Administrative position, Dean of Students, Middle School and the associated job description.
2. Do not approve the new position.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Leslie Heilbron, Ed.D., Assistant Superintendent, Human Resources

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| Von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

## **Oak Park Unified School District Dean of Students, Middle School**

### **DEFINITION**

The Dean of Students, Middle School reports to the Principal and under the direction of the Principal is responsible for student discipline, student activities and attendance. The Dean of Students is a member of the site leadership team and the district management team.

### **EXAMPLE OF DUTIES**

Under supervision, assumes responsibility for the management of student discipline programs; supervision of student activities; overall campus supervision; new student and registration programs; administration of Student Study Teams, 504 Teams and IEP Teams; direction and supervision of the Campus Supervisors; supervision of student lockers; supervision of School Safety and School Climate programs; administration of Student Recognition/Awards programs; supervision of intermural sports activities; coordination and chaperone overnight field trips; plant management; and assist administration with other duties as assigned.

### **KNOWLEDGE OF**

Laws relating to student discipline, welfare and attendance; organization and supervision of student activities and government; and community relations.

### **ABILITY TO**

Communicate with students, parents, parent associations and staff; effectively communicate with site personnel, parents, and agencies in resolving student issues and concerns; organize and direct a student activities program; communicate clearly in oral and written form; and establish and maintain effective organizational, public and community relationships.

### **CERTIFICATION REQUIRED**

Possession of a valid Pupil Personnel Services Credential authorizing service as a Counselor and/or a valid California Administrative Credential.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: C.4.a APPROVE RESOLUTION #13-09 – LOCAL CONTROL FUNDING FORMULA**

**ACTION**

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**ISSUE:** Should the Board of Education approve Resolution #13-09 – Local Control Funding Formula?

**BACKGROUND:** As you know, Governor Jerry Brown has proposed a Local Control Funding Formula for Prop 30 funds that grants district with disadvantaged and English learners more revenue than all other districts. This does not benefit OPUSD. CSBA is recommending school districts approve the attached resolution that offers a recommendation to get all schools districts back to 2007-2008 funding levels before dispersing these grants. This method for funding will benefit all districts fairly and not hurt districts with large numbers of disadvantaged or English learners because they already receive Federal funding for this purpose.

School districts across the State are being encouraged to pass a resolution similar to the one attached to make our legislators aware of this disparity.

- ALTERNATIVES:**
1. Approve Resolution #13-09 – Local Control Funding Formula.
  2. Do not approve #13-09 – Local Control Funding Formula. Proposal and Plans to Eviscerate Proposition 98.

**RECOMMENDATION:** Alternative #1

Respectfully submitted:

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_ the Board of Education:

| VOTE:             | Ayes  | Noes  | Abstain | Absent |
|-------------------|-------|-------|---------|--------|
| Laifman           | _____ | _____ | _____   | _____  |
| Pallant           | _____ | _____ | _____   | _____  |
| Rosen             | _____ | _____ | _____   | _____  |
| von Schneidau     | _____ | _____ | _____   | _____  |
| Yeoh              | _____ | _____ | _____   | _____  |
| Student Board Rep | _____ | _____ | _____   | _____  |

**OAK PARK UNIFIED SCHOOL DISTRICT**  
**Resolution #13-09**  
**Local Control Funding Formula**

**Whereas**, the California Legislature is considering Governor Jerry Brown’s proposed reform of the K-12 school financing system, the so-called “Local Control Funding Formula;” and

**Whereas**, Governor Brown has proposed the new funding formula based on the principles of subsidiarity, equity and transparency; and

**Whereas**, the goal of the new system of finance is to modernize and simplify California’s overly complex and historically outdated system; and

**Whereas**, the new funding formula would hold Local Educational Agencies (LEAs) accountable to their local communities for implementing the Common Core State Standards, improving student achievement, making progress in closing achievement gaps, increasing attendance and high school graduation rates, and improving preparation for college and career; and

**Whereas**, the proposed funding formula would provide a target base grant level projected to reach full implementation in seven years; and

**Whereas**, the proposed formula would also include supplemental grants and concentration grants to provide additional funding to districts to address needs of English learners, students in poverty and students in foster care; and

**Whereas**, there are a number of other issues remaining unaddressed in the proposal including formula adjustments to reflect geographic cost differences, ensuring the provision of quality adult learning opportunities, allowing LEAs to continue to regionalize effective program and service deliveries for career education, transportation services, professional development, among other things; and

**Whereas**, all Local Educational Agencies (LEAs) in California have undergone severe budget reductions since the 2008-09, including cuts to revenue limits and categorical programs and are striving to maintain high quality educational programs; and

**Whereas**, the proposed target level of the base grant for the new funding formula does not ensure that all LEAs will receive funding levels restored to their pre-recession levels; and

**Whereas**, the currently-proposed new funding system does not establish a target that would bring California per pupil funding to at least the national average; and

**Whereas**, California per pupil funding was identified as 49<sup>th</sup> in the nation by the 2013 Quality Counts in Education Week; therefore

**Be it resolved** that the Oak Park Unified School District Board of Trustees supports the basic premises of the proposed Local Control Funding Formula and its reliance on local decision-making and accountability to address the educational needs of all students.

Be it also resolved, that the Oak Park Unified School District Board of Trustees urges the Governor and the Legislature to develop the Local Control Funding Formula to provide that **all** Local Educational Agencies are at a minimum restored to funding levels of 2007-08 and that the target for the base grant provide funding to California's public schools at least at the national average.

Be it also resolved that the Oak Park Unified School District Board of Trustees calls for continued work on the development of a robust accountability system that will ensure that all students are making gains in academic achievement across a broad spectrum of learning opportunities, including career and technical education, in order to keep California competitive in a global economy.

Passed and Adopted this 9th day of April, 2013.

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstain: \_\_\_\_\_

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President, Governing Board of the  
Oak Park Unified School District

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**

**DATE: ~~MARCH 12, 2013~~ APRIL 9, 2013**

**SUBJECT: C.5.a AMENDMENT TO BOARD POLICY 6174 - EDUCATION FOR ENGLISH LANGUAGE LEARNERS – ~~First~~ Second Reading**

**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy 6174 – Education for English Language Learners?

**BACKGROUND:** Board Policy 6174 is a mandated policy being revised to reflect new law AB 2193 which defines “long-term English learner” and “English learner at risk of becoming a long-term English learner” and requires the CDE to annually report to the district and school on the number of students so classified. Policy also reflects new law AB 124 which required the SBE to align the state English language development standards with Common Core Standards, and new law AB 1719 which requires the SBE to approve a list of supplementary instructional materials aligned to the updated standards. Board Policy 6161.11 is being submitted as with recommended changes from CSBA.

- ALTERNATIVES:**
1. Approve the amendment to Board Policy 6174 – Education for English Language Learners.
  2. Do not amend Board Policy 6174 – Education for English Language Learners.
  3. Adopt a modified version of the amendment to Board Policy 6174 – Education for English Language Learners.

**RECOMMENDATION:**  
Approval of Alternative #1.

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

| VOTE:         | AYES  | NOES  | ABSTAIN | ABSENT |
|---------------|-------|-------|---------|--------|
| Laifman       | _____ | _____ | _____   | _____  |
| Pallant       | _____ | _____ | _____   | _____  |
| Rosen         | _____ | _____ | _____   | _____  |
| von Schneidau | _____ | _____ | _____   | _____  |
| Yeoh          | _____ | _____ | _____   | _____  |
| Student Rep   | _____ | _____ | _____   | _____  |

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 6000

Instruction

BP 6174(a)

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## Education For English Language Learners

The Governing Board intends to provide English language learners with challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible ***while facilitating student achievement in the district's*** ~~in order to assist students in accessing the full educational program and achieving the district's academic standards. The district's program shall be based on sound instructional theory and shall be adequately supported so that English language learners can achieve results at the same academic level as their English proficient peers in the regular course of study.~~

***English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with state content standards. The district's program shall be based on sound instructional theory and adequately supported in order to assist students in accessing the full educational program.***

*(cf. 6011 – Academic Standards)  
(cf. 6141 – Curriculum Development and Evaluation)  
(cf. 6161.1 – Selection and Evaluation of Instructional Materials)  
(cf. 6161.11 – Supplementary Instructional Materials)  
(cf. 6171 – Title I Programs)*

***The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.***

~~The Board encourages staff to exchange information with staff in other districts and the county office of education about programs, options and strategies for English language learners that succeed under various demographic conditions.~~

*(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)*

## **Identification and Assessment**

The Superintendent or designee shall maintain procedures which provide for the ***accurate*** ~~identification, assessment and placement of English language learners and~~ ***an assessment of their proficiency and needs in the areas of listening, speaking, reading and writing in English.*** ~~for their redesignation based on criteria adopted by the Board and specified in administrative regulations.~~

***Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in administrative regulation.***

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 6000

Instruction

BP 6174(b)

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~~To evaluate program effectiveness, the Superintendent or designee shall regularly examine program results, including reports of the English language learners' academic achievement, their progress towards proficiency in English and the progress of students who have been redesignated as fluent English proficient. The Superintendent or designee shall annually report these findings to the Board and shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.~~

~~(cf. 6190 - Evaluation of the Instructional Program)~~

## Type of Instruction

### **Placement of English Learners**

Students who are English language learners shall be educated through "sheltered English immersion" or "structured English immersion" **as defined in law and administrative regulation**, during a temporary transition period not normally intended to exceed one year. Nearly all of the classroom instruction in the district's sheltered English immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305, 306)

***For the purposes of determining the amount of*** ~~The district has defined the term "nearly all" to provide that all classroom instruction be conducted in English~~ ***in the structured English immersion classroom, "nearly all" shall be defined as follows: to provide all classroom instruction in English*** except for clarification, explanation and support as needed.

When an English language learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education, ***any district or any locally developed assessments and/or using other criteria adopted by the board***, developed by the district, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is overwhelmingly in English. (Education Code 305-306; 5 CCR 11301)

~~(cf. 6011 - Academic Standards)~~

~~(cf. 6162.5 - Student Assessment)~~

~~(cf. 6171 - Title I Programs)~~

***At any time during the school year, the parent/guardian of an English learner may have his/her child moved into*** ~~Upon the request of his/her parent/guardian, a student shall be placed in~~ an English language mainstream classroom. (5 CCR 11301)

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 6000

Instruction

BP 6174(c)

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## Parental Exception Waivers

*When allowed by law, the parent/guardian of an English learner may submit a request that his/her child be exempted from placement in a structured English immersion program and instead be placed in a class where he/she is taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. (Education Code 310-311)*

*Each waiver request shall be considered on its individual merits with deference given to parental preference for student placement.*

*A waiver request shall be granted in accordance with law unless the principal and educational staff have determined that an alternative program would not be better suited to the student's overall educational development. (5 CCR 11309)*

~~Parent/guardian requests for waivers from Education Code 305 regarding placement in a sheltered English immersion program shall be granted in accordance with law and administrative regulation.~~

If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the Superintendent's decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the Superintendent's decision shall be final. If the Board hears the appeal, the Superintendent shall send the Board's decision to the parent/guardian within seven working days.

Legal Reference:

*EDUCATION CODE*

300-340 English language education for immigrant children

430-446 English Learner and Immigrant Pupil Federal Conformity Act

**33050 State Board of Education waiver authority**

~~33308.5 CDE guidelines not binding~~

44253.5-44253.10 Certification for bilingual-cross-cultural competence

48985 Notices to parents in language other than English

51101-51101.1 Rights of parents

52130-52135 Impacted languages act of 1984

52160-52178 Bilingual Bicultural Act

52180-52186 Bilingual teacher training assistance program

54000-54041 Programs for disadvantaged children

~~60810-60812 Assessment of language development~~

~~62001-62005.5 Evaluation and sunseting of programs~~

**60200.7 Suspension of state instructional materials adopts**

**60605.87 Supplemental instructional materials, English language development**

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 6000

Instruction

BP 6174(d)

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**60810-60812 Assessment of language development**

**62005.5 Continuation of advisory committee after program sunsets**

**CODE OF REGULATIONS, TITLE 5**

~~4320 Determination of funding to support program to overcome the linguistic difficulties of English learners~~

11300-11316 English Language Learner Education

11510-11516 California English Language Development Test

**UNITED STATES CODE, TITLE 20**

1701-1705 Equal Educational Opportunities Act

6312 Local education agency plans

6801-6871 Title III, Language instruction for limited English proficient and immigrant students

**7012 Parental notification**

**COURT DECISIONS**

Valeria G. v. Wilson, (9th Circuit) 2002 U.S. App. Lexis 20956

California Teachers Association et al. v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141

McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196

Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698

~~Casteneda v. Pickard, (5th Cir. 1981) 648 F.2d 989~~

**ATTORNEY GENERAL OPINIONS**

83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

**California English Language Department Test (CELDT): 2012-13 CELDT Information Guide, 2012**

**English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012**

**Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments**

**U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE**

**Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007**

~~Guidelines for Reclassification of English Learners, September 2002~~

~~Accommodations for the California English Language Development Test, Revised 8/13/01~~

**WEB SITES**

CDE: <http://www.cde.ca.gov>

CSBA: <http://www.csba.org>

Adopted: 9-17-02

Amended: 8-24-04

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: VIII.1. MONTHLY MEASURE R BOND FUND FINANCIAL STATUS REPORT**

INFORMATION

**ISSUE:** Shall the Board receive and review a status report on Measure R Fund income and expenditures through March 31st of the 2012-13 fiscal year?

**BACKGROUND:** On November 4, 2008, Oak Park voters approved Measure R, School Improvement Bond of 2008, authorizing the issuance of general obligation bonds to repair and maintain school district facilities. The Board understands its obligation to use this resource effectively and efficiently to benefit both students and the Oak Park community. As a tool to assist in managing and monitoring the bond program, the Administration has developed the attached Measure R Bond Fund Status Report, which will provide the Board with the most current budget and expenditure information available. This report will be updated and reported to the Board every month at its regular meeting, accompanied by staff analysis of the information.

**RECOMMENDATION:** None. Information only.

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: VIII.2. MONTHLY CASH FLOW REPORT**

DISCUSSION

**ISSUE:** Shall the Board receive and review a status report on District's actual and projected cash flow through March of the 2012-13 school year?

**BACKGROUND:** The State's funding appropriation schedule for school districts is always challenging, but never more so than now with more than 20% of the current year cash being deferred to the subsequent fiscal year. As a consequence, this condition has created significant issues in the management of the District's cash flow. Given this critical period in school district finance, budget, and cash management, the Business Office has developed the attached cash flow report as an ongoing tool to assist the Administration and Board in analyzing and managing its cash and remaining cash-solvent. This report is updated monthly to reflect actual receipts and disbursements and to update projections based on the latest information.

The Business Office was still finalizing the monthly update as this agenda was going to press. The report will be delivered to the Board upon its completion and will be made available for public review at the same time.

**RECOMMENDATION:** None. Information only.

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: APRIL 9, 2013**  
**SUBJECT: VIII. 3. MONTHLY ENROLLMENT AND ATTENDANCE REPORT**  
INFORMATION

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**ISSUE:** Shall the Board receive and review a status report on District enrollment and attendance through Month 7 of the 2012-13 school year?

**BACKGROUND:** As student enrollment and attendance plays a key factor in General Fund revenues, staffing, and expense, it is critical that the Board and Administration carefully monitor these factors in assessing both appropriate student support and the District's financial position. Accordingly, staff has prepared current enrollment and attendance information through the end of the most recent reporting period to assist in this review. This report will be updated and reported to the Board each month at its regular meetings, accompanied by staff analysis of the information.

The Business Office was still finalizing the monthly update as this agenda was going to press. The report will be delivered to the Board upon its completion and will be made available for public review at the same time.

**RECOMMENDATION:** None. Information only.

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: Debra A. Burgher, Principal. Brookside Elementary School**

**DATE: April 9, 2013**

**SUBJECT: Monthly Board Report**

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**Artist In the Classroom Program:**

Students enjoy interactive art activities when professional artists are in residency at Brookside. Some of the distinctive arts learning experiences include music and the performing arts. Kindergarteners are introduced to voice drills and dramatic movement. In the past they have performed “Where the Wild Things Are” and “La Cucaracha”. During art lessons, first graders study Mary Cassatt, Piet Mondrian and Paul Gauguin. In second grade students use oil pastels, watercolor, texture, symmetry, chalk and tessellations as they study Picasso, Georgia O’Keefe, Grant Wood, Michelangelo, Van Gogh and Kahlo. Students in the upper grades have similar hands-on art experiences.

**ENRICHMENT:**

Students in Mrs. Thomas and Mrs. Hirano’s classes learned about gravity, aerodynamics, and measurement from Mr. Dave Auten, a retired science teacher and Brookside grandpa. Students made rockets out of construction paper, which included fins, body and the cone top. He also explained how he made the launcher and what the launch would look like. The next day, students launched their rockets outside on the field. They used a meter gun to measure how high they went. The learning and excitement was amazing. A Brown Bag Lunch with Mr. Auten is being planned.

**EARTH WEEK:**

At Habitat Brookside, students will continue water conservation efforts and study the impact they are having on the environment. There will be a recycled book/dvd sale, walk to school day, and zero waste lunch/snack.

**APRIL 24<sup>TH</sup> OPEN HOUSE – GRADES K-5**

Parents and students are invited to kick off the evening at 6:00. There will be an All School Meeting from 6:15-6:45 in the MPR. Classrooms will be open at 6:45-7:30.

**HAPPENINGS:**

April 9 SSC Meeting at 2:45  
April 18 Visiting students from China  
April 24 Open House –6:00-7:30  
April 26 Parent Tour @ 9:00 a.m.

Respectfully Submitted,

Anthony W. Knight, Ed.D.  
Superintendent

**TO: Members of the Oak Park Unified School District Board of Education**

**FROM: Erik Warren, Principal, Oak Hills Elementary School**

**DATE: April 9, 2013**

**SUBJECT: Monthly Board Report**

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Our Kindergarten students have done an outstanding job performing the *Three Piggy Opera*, with the careful guidance of our Kindergarten team and music teacher, Mr. Waldman. We have had two evening performances so far and one matinée to be performed after Spring Break. It is amazing to see how far our Kindergarteners have come, and there is still a third of the school year ahead.

I am pleased to announce that our music program has received a generous grant from the Village Voices Chorale. Our program was selected as one of fifteen to receive the grant this year. The \$350 will be put to good use supporting music education at Oak Hills. We owe a big thanks to this non-profit community choir, which has been supporting music in the Conejo Valley for 44 years, and to Mr. Waldman for his work in securing this much-needed grant.

Oak Hills is celebrating our annual Dance-a-Thon Thursday, March 14<sup>th</sup>. Students work hard to earn pledges and then dance their hearts out on the playground. It is lots of fun, great exercise, and helps raise critical funds to support essential programs such as P.E., Music, Library, Computers, and many others.

Our 5<sup>th</sup> grade is moving forward with the Smarter Balanced pilot test. Students will take a practice test on the COW laptops just before Spring Break. We owe a big thank you to the District technology department for all their assistance with getting the computers ready for the test.

Respectfully Submitted;

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: Jon A. Duim, Principal, Red Oak Elementary School**

**DATE: April 9, 2013**

**SUBJECT: Monthly Board Report**

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**Women in American History**

As part of Red Oak's annual celebration of Women in American History, parent volunteer-actors brought the lives of five noteworthy American women to life during a week of classroom visits and other activities. This year the characters included Nellie Bly, Bessie Coleman, Loretta Lynn, Rosa Parks and Antonia Novello. These events occurred during the week of March 18th.

**Great Race of Agoura**

The Great Race was Saturday, March 23. Everyone was encouraged to participate in this fundraiser for our school. Key chains with miniature running shoes were given out on a weekly basis to participants when they signed up for this event and a raffle was conducted to further encourage participation. Runners wore their Jog-A-Thon t-shirts to the race.

**Principal's ABC Club**

Kindergarten students who have been certified by their teachers as having completely learned their ABC's are invited to join the Principal's ABC Club starting this month. Club members are invited to the principal's office where the principal signs their Certificate of Achievement. They then place a construction paper cutout of the first letter of their name with a small photograph of themselves on a designated bulletin board in a hallway off the front office for all to admire. The principal delivers a short congratulatory message and a small prize is awarded to each student.

Respectfully Submitted:

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: BRAD BENIOFF, PRINCIPAL, MEDEA CREEK MIDDLE SCHOOL**

**DATE: APRIL 9, 2013**

**SUBJECT: MONTHLY SCHOOL REPORT**

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**Anne Frank Speaker, April 11<sup>h</sup>**: A speaker will be here to discuss this important literary and historical figure with the 7<sup>th</sup> grade.

**Chinese Exchange Students The Week of April 15<sup>th</sup>**: 10 – 15 students will be staying with local host families and visiting MCMS for lessons and cultural exchanges. Many thanks to Helen Yap for her efforts as a liaison for this cultural opportunity.

**Math Counts**: The MCMS MathCounts Team placed 2<sup>nd</sup> in the Ventura/Santa Barbara Regional competition and then competed in the State competition at UC Irvine. The team was: Muthupalaniappan, Siva (8<sup>th</sup> place) – 6th grade, Song, Jerry (13<sup>th</sup> place) – 8th grade, Sun, Carol (28<sup>th</sup> place) – 7th grade, Yerich, Matthew (7<sup>th</sup> place) – 8th grade, and Coach Rob Large.

**National Geographic “Geobee”**: MCMS student Jerry Song will compete at the State level!

**Ventura County Science Faire 2013**: MCMS has a record number of students entering the County Science Faire this year on April 10<sup>th</sup>: 120 students are registered! Thanks and appreciation to MCMS science teachers, especially those who teach 7<sup>th</sup> and 8<sup>th</sup> grade, Kelly Johnson, Katie Cohen, Marta Graves, Roger Newell and Cindy Ligeti, who organizes the trip to the County.

**International Day April 19<sup>th</sup>**: This marvelous returns to MCMS this year. Parents put on this school-wide event that brings the multicultural world to our students and staff. The event will have displays, performances, food samples and some crafts demonstrations. Thanks to our magnificent PFA!

**History Day**: MCMS’s second annual History Day will take place on April 29<sup>th</sup> from 8:30-12:00 in the Library and C Building. Kim Johnson is organizing the event.

**Earth Week Celebrations April 22**: MCMS will be hosting a variety of activities, including the second recycling contest this year.

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: Members of the Oak Park Unified Board of Education**  
**FROM: Kevin Buchanan, Principal, Oak Park High School**  
**DATE: April 9, 2013**  
**SUBJECT: Monthly Board Report**

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### **COURSE ADVISEMENT**

Course advisement is complete at the high school and the counselors have already visited MCMS to meet with the eighth grade students for elective selections.

### **DRAMA**

With over 80 cast members, Les Miserables, the spring musical production is scheduled for April 11-13. Ticket sales are very strong. We expect four sold out shows. The new lighting system is installed and with expert help from Gary Mintz and lighting engineers from the Civic Arts Plaza our crew students have received some very valuable guidance and instruction in how to program them for the show.

### **ATHLETICS**

Twenty five percent of Oak Park High students (347) are participating in Spring sports. League and tournament competition is well underway in track and field, lacrosse, volleyball, baseball, softball, tennis, and golf.

### **STUDENT ACTIVITIES**

There are still lots of student activities to complete during the fourth quarter. There are still two large dances, Spring Fling and Prom, one senior retreat, three awards ceremonies, two concerts, a rally, play rehearsals, Senior Week, Commencement, as well as fundraisers and comedy sports.

### **TEEN DRUNK DRIVING AWARENESS DAY**

Safe School Ambassadors are currently planning a classroom activity in late April to heighten awareness around the issue of teen drinking and distracted driving. They have made a video that will be shown schoolwide.

### **CALIFORNIA DISTINGUISHED SCHOOL AWARD**

The California Department of Education assigned a validation visiting team to visit OPHS on March 26<sup>th</sup> to observe our signature practices of Special Education Inclusion and student support programs. It was a very busy day for them as they observed classes, met with parents and students and concluded with a positive recommendation that OPHS receive the CDS award for 2013.

### **MR. BUCHANAN INVITED TO SPEAK IN SHANGHAI, CHINA**

OPHS Principal, Kevin Buchanan was invited to attend and speak at a Principal's forum in Shanghai hosted by Shanghai Municipal Education Commission and Shanghai Education Magazine. This event will be attended by 100 Chinese principals and covered extensively by Chinese media. Mr. Buchanan will visit international language schools and be invited to form sister school partnerships with a Shanghai secondary school. He will deliver a presentation on Authentic Learning in STEM subjects.

### **INTERNATION STUDENT INFORMATION EVENING**

OPHS parents, staff and community members will be invited to an International Student evening in G-9 on April 25<sup>th</sup> to share information about the Educatius program with the hope of recruiting families in Oak Park to host international students. Representatives from Educatius will be in attendance, as well as some of our international students.

Respectfully Submitted:

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: Members of the Oak Park Unified Board of Education**

**FROM: Lou Tabone, Principal, Oak View High School/Oak Park Independent School**

**DATE: April 9, 2013**

**SUBJECT: Monthly Board Report**

---

Oak View and Independent School

We are pleased to announce that Zendaya Coleman, OPIS student, has been selected as a participant for ***Dancing with the Stars***. Zendaya is the youngest contestant selected and appears to be a frontrunner to win!

OPIS students and parents enjoyed the field trip to the Skirball Museum of Tolerance. Our next field trip is to the Stagecoach Inn Museum with a focus on Native American history.

Six students from OPIS were finalists in the Rotary Essay Contest, with one winning first place! All attended the Rotary Luncheon, along with Kate Edwards and Kate Thompson.

We are beginning the re-enrollment process for returning OPIS students and for enrolling new students. We had great success last year by doing this now, rather than later in the year.

Eleventh graders are scheduled for the Early Assessment Program essay. The results will inform our students about their readiness for college-level writing.

The WASC reviews for both schools were very successful and a worthwhile experience for all staff, students and parents. I am so proud of our teachers and staff! Additionally, I want to again express my appreciation for the outstanding support from our Board, and from Tony and Leslie.

We will soon provide a fall 2013 enrollment projection for Oak View, as we need to start the hiring process for a third (science) teacher. We are not sure at this time if we will have enough for a full FTE.

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: Members of the Oak Park Unified School District Board of Education**

**FROM: Kim Gregorchuk, Director, Oak Park Neighborhood School**

**DATE: April 9, 2013**

**SUBJECT: Monthly Board Report**

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Our collaboration with the Havasi Wilderness Foundation was very successful and we had a good turnout for our Nature Hike on March 9<sup>th</sup>. Fifteen families attended and were excited to continue meeting on a monthly basis. Our next hike is scheduled for April 20<sup>th</sup> at 8:00am.

The children have taken their interest in birds and animals and transformed that into a play, “The Cozy Little Barn”. They have been very busy these past few months creating costumes and practicing their play. On March 27<sup>th</sup>, they performed for the families and friends. We had our largest audience ever in the history of the school. I have included some pictures of their performance and our gathering afterward.



Respectfully Submitted;

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Anthony W. Knight, Ed.D.  
Superintendent