

OAK PARK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA #855

DATE: March 20, 2012

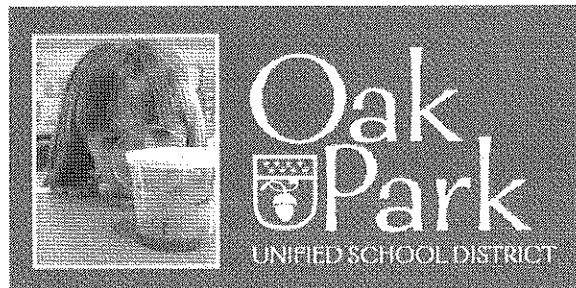
PLACE: Oak Park High School Presentation Room – G-9
899 N. Kanan Road, Oak Park, CA 91377

TIME: 5:30 p.m. Closed Session **Please Note Start Time**
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

Jan Iceland, President
Allen Rosen, Vice President
Mary Pallant, Clerk
Barbara Laifman, Member
Sepideh Yeoh, Member
Erica Rosenberg, 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
Jane Mintz, Director, Educational Technology
Susan Roberts, Director, Pupil Services
Cliff Moore, Consultant

COPY OF ENTIRE AGENDA ON WEB SITE
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.

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, April 15, 2012

Closed Session 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

OAK PARK UNIFIED SCHOOL DISTRICT
AGENDA – REGULAR BOARD MEETING #855
March 20, 2012

CALL TO ORDER - Followed by Public Comments/ 5:30 p.m.

CLOSED SESSION: 5:30 p.m.

RECONVENE OPEN SESSION: 6:00 p.m. (approximate)

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 Assistant II

IV. CALL TO ORDER – RECONVENE IN OPEN SESSION AT: _____ p.m.

The Oak Park Unified School District Board of Education will meet in Regular Session at the **Oak Park Presentation Room – G-9 at 6:00 p.m.**, Oak Park, California

V. CALL TO ORDER: _____ p.m.

A. ROLL CALL

B. FLAG SALUTE

C. REPORT OF CLOSED SESSION ACTIONS TAKEN

D. ADOPTION OF AGENDA

VI. PUBLIC SPEAKERS: SPEAKERS ON AGENDA AND NON-AGENDA ITEMS

VII. OPEN COMMUNICATIONS/PRESENTATIONS

A. BOARD REPORTS/DISCUSSION/COMMUNICATIONS

1. Presentation to Vanessa Heller, GATE Teacher Certification
2. Remarks from Board Members
3. Remarks from Student Board Representative
4. Remarks from Superintendent
5. Report from School Site Councils
6. Report from Facilities Planning Committee
7. 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)

C. BUSINESS SESSION:

1. CONSENT AGENDA

Consent items shall be items of a routine nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.

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 Regular Board Meeting February 21, 2012 and Special Meeting March 6, 2012**
- b. **Public Employee/Employment Changes 01CL21823-01CL21828 & 01CE05533-01CE055** 1
- c. **Approve Purchase Orders – February 1 – February 29, 2012** 3
Board Policy 3300 requires Board approval of Purchase Orders
- d. **Approve Overnight Trip for Oak Park High School Robotics Club – April 18-21, 2012** 7
Board Policy 6153 requires Board approval for student overnight trips
- e. **Approve Overnight Trip for Medea Creek Middle School Band – April 27-29, 2012** 8
Board Policy 6153 requires Board approval for student overnight trips
- f. **Approve Overnight Trip for Oak Park High School Dance Team – March 30-April 1, 2012** 9
Board Policy 6153 requires Board approval for student overnight trips
- g. **Approve Overnight Trip for Oak Park High School Boy's Baseball Team – April 7-12, 2012** 10
Board Policy 6153 requires Board approval for student overnight trips
- h. **Approve Renewal of SI&A Mandated Cost Agreement** 11
Board Policy 3312 requires Board approval for contract for services
- i. **Approve Quarterly Report on Williams Uniform Complaints – January 2012** 20
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

ACTION

2. BUSINESS SERVICES

- a. **Approve Authorization to Purchase Compuwave Computer Products, Services and Related Products, Utilizing Provisions of Public Contract Code 20118** 23
Board Policy 3312 requires Board approval for contract for services
- b. **Approve Equipment Purchase Utilizing Measure C6 Bond Funds – Sound Equipment for Oak Park High School Pavilion** 25
Board Policy 3312 requires Board approval for contract for services
- c. **Approve Equipment Purchase Utilizing Measure C6 Bond Funds – Scissor Lift and Utility Trailer** 27
Board Policy 3312 requires Board approval for contract for services
- d. **Approve Equipment Purchase Utilizing Measure C6 Bond Funds** 29
Board Policy 3312 requires Board approval for contract for services
- e. **Approve Resolution #12-07, Participation in CSBA California Cash Reserve Program** 31
Through participation in the CSBA Cash Reserve Program, the district will be able to issue a tax and revenue anticipation note (TRAN) as part of this cost effective pooled structure
- f. **Approve Friends of Oak Park Schools 2012 Summer School for Grades K-12** 79
Requires Board approval in order for Friends of Oak Park Schools to conduct Fee-Based Summer School Program

3. HUMAN RESOURCES

- a. **Approve Resolution #12-08 Reducing or Discontinuing Particular Kinds of Service for Classified Employees** 81
Education Code 45114 and 45308 requires Board approval in regard to lay off of Classified Employees

4. BOARD

- a. **Approve Board Member Attendance at CSBA Conference in December and NSBA Conference in April** 83
Board is asked to approve Board Member's attendance at two conferences for 2012
- b. **Approve Board Attendance at CSBA Conference Every Other Year** 85
Board will decide whether to attend CSBA conference on every other year basis

5. BOARD POLICIES

- a. **Approve Amendment to Board Policy 3290 – Gifts, Grants, and Bequests – Second Reading** 87
Revised policy includes language requiring annual report to the board of gifts, grants, and bequests received by the district and the expenditure of any monetary gifts. Policy also includes 1) new section on "Appreciation" which lists authorized forms of appreciation for donations to the district, and 2) new section on "Corporate Sponsorship" which authorizes the board to allow outside entities to advertise or promote their products and services within district facilities in exchange for funds, products, and services provided by such entities.
- b. **Approve Amendment to Board Policy 5145.11 – Questioning and Apprehension – Second Reading** 93
Policy updated to reflect new court decision (Camreta v. Greene) which vacated the Ninth Circuit Court of Appeal's decision that required law enforcement to have parental consent, warrant, or other court order to interview a student in school absent exigent circumstances.
- c. **Approve Amendment to Board Policy 6111 – School Calendar – Second Reading** 97
Updated policy reflects new law (SB 70, 2011) which extends, until the end of the 2014-15 school year, authorization for districts to reduce the length of the school year without incurring financial penalties.
- d. **Approve Amendment to Board Policy 7310 – Naming of Facility – Second Reading** 101
99
Updated policy includes new section on "Naming Rights" which authorizes the board to enter into a written agreement granting any person or entity the right to name any district building or facility. Section on "Memorials" expanded to include commemorative trees, monuments, or other district facilities.
- e. **Approve Amendment to Board Policy 6146.1 High School Graduation Requirements – First Reading** 105
Updated policy reflects request by Oak View High School to reduce students who attend Oak View High School requirement from 30 to 20 credits of Science to meet the High School Graduation Requirements.
- f. **Approve Amendment to Board Policy 5022 – Student and Family Privacy Rights – First Reading** 111
This mandated Board Policy is revised and reorganized to address certain privacy issues related to students and/or their parents/guardians, including the administration of surveys and physical exams/screenings, parent/guardian rights to inspect instructional materials, and the collection of personal information for marketing purposes.
- g. **Approve Amendment to Board Policy 3100 – Budget – First Reading** 115
Updated policy expands section on "Fund Balance" to include sample policy statements, in compliance with Governmental Accounting Standards Board Statement 54, related to 1) how

funds will be committed by the board to the "committed fund balance," 2) delegation of the authority to assign funds to the "assigned fund balance," 3) the order in which fund balances will be spent when multiple fund balance types are available for an expenditure, and 4) the minimum level of unrestricted fund balances that will be maintained in the general fund. Policy also reflects new law (SB 70) which extends the timeline for restoring the level of reserves to the level specified in state relations and new law (AB 114) which requires districts, for the 2011-12 fiscal year, to base their budget on the same level of state revenues in the 2010-11 fiscal year.

h. Approve Amendment to Board Policy 0450 - Comprehensive Safety Plan – First Reading

121

Updated policy reflects new law AB 680 which authorizes district administrators rather than school site counsels to develop those portions of the comprehensive safety plan that include tactical responses to criminal incidents on school sites that may result in death or serious bodily injury and allows boards to prohibit public disclosure of those strategies.

i. Approve Amendment to Board Policy 2121 – Superintendent's Contract – First Reading

127

Updated policy reflects new law AB 1344 which prohibits the automatic renewal of the superintendent's contract with a provision for automatic increase that exceeds the cost-of-living adjustment and requires any contract executed or renewed after January 2012 to include a provision requiring the superintendent to reimburse the district for paid leave salary or cash settlement in the event he/she is convicted of a crime involving an abuse of his/her position.

j. Approve Amendment to Board Policy 4140, 4240 – Bargaining Units – 1st Reading

131

Updated policy reflects new law AB 501 which expands the definition of "exclusive representative" to allow employees who are neither certificated nor classified employees to be represented and expands the definition of "public school employer" to include certain joint powers agencies so that employees of the JPA may be represented.

k. Approve Amendment to Board Policy 3553 – Free and Reduced Price Meals – First Reading

137

Mandated policy updated to reflect new law AB 402 which authorizes districts to share student information on the National School Lunch Program application with the local agency responsible for determining eligibility for participation in the CalFresh (formally Food Stamp) or other nutrition assistance program, provided the student was approved for free or reduced-price meals and the student's parent/guardian consents to the release of the information

l. Approve Amendment to Board Policy 5113 – Absences and Excuses – 1st Reading

141

Policy revised to clarify that, in accordance with court decisions and an Attorney General opinion, students at any grade level cannot be required to provide parent/guardian consent before being absent from school for purposes of receiving confidential medical services.

VIII. INFORMATION ITEMS

Set Date for Board Self-Evaluation

IX. OPEN DISCUSSION

X. ADJOURNMENT:

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

SCHOOL REPORTS

- | | |
|---------------------------------------|-----|
| 1. Brookside Elementary School Report | 145 |
| 2. Oak Hills Elementary School Report | 146 |

3/9/12

3. Red Oak Elementary School Report	147
4. Medea Creek Middle School Report	148
5. Oak Park High School Report	149
6. Oak View High School/Oak Park Independent School	151
7. Oak Park Neighborhood School	

**MINUTES OF REGULAR BOARD MEETING
BOARD OF EDUCATION**

2-21-12

#853

CALL TO ORDER/MEETING PLACE

The Board of Education President, Ms. Jan Iceland, called the regular meeting to order at 5:03 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Ms. Jan Iceland, President, Mr. Allen Rosen, Vice President, Ms. Mary Pallant, Clerk, Ms. Barbara Laifman, Member and Ms. Sepideh Yeoh, Member

PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 5:04 p.m.

CALL TO ORDER/MEETING PLACE

The Board of Education President, Jan Iceland, reconvened the regular meeting to order at 6:01 p.m. in Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Ms. Jan Iceland, President, Mr. Allen Rosen, Vice President, Ms. Mary Pallant, Clerk, Ms. Barbara Laifman, Member and Ms. Sepideh Yeoh, Member

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, Ms. Susan Roberts, Director, Pupil Services and Ms. Linda Sheridan, Executive Assistant.

PUBLIC SPEAKERS

None

FLAG SALUTE

Susan Roberts led the Pledge of Allegiance to the Flag

REPORT ON CLOSED SESSION

At the Closed Session held this evening, the Board took action to accept resignation agreement with a certificated employee #12-01. The roll call vote was 5 Ayes, 0 Nays, 0 Abstain.

ADOPTION OF AGENDA

On motion of Barbara Laifman, seconded by Mary Pallant, the Board of Education adopted the agenda as presented. Motion carried 5-0.

PUBLIC SPEAKERS

None

PRESENTATIONS

1. Presentation of Partners in Education Award to Debbie Cleary
2. Presentation to Sharon Lavene, GATE Teacher Certification
3. Presentation to Oak Park Unified School District Counselors

REPORT FROM BOARD MEMBERS

Board Member Barbara Laifman reported the Community Outreach Committee has completed the welcome packet and this has been mailed to new residents. The quarterly newsletter will be partially shared with the MAC two times a year. She attended the DELAC meeting, MCMS Native Artist lesson, EEAC Super Saturday, Dr. Lowe's lecture, the Shark Week movie, the high school performance of "The Odd Couple" and visited Ty Delong's class at MCMS. Board Member Allen Rosen reported he attended the high school performance with the female cast, the EEAC Super Saturday, Safe Kids Task Force and Technology Committee. He thanked Leslie Heilbron for meeting with him and Ms. Yeoh to explain the HR processes. Mr. Rosen attended two more Masters in Governance modules. Board Member Sepideh Yeoh also thanked Leslie Heilbron for meeting to explain the HR processes. She visited the 4th grade at BES, the 5th grade at ROES Revolutionary Walk, attended a PFA meeting at MCMS, was a cashier at the ROES book fair, and the OPHS Choir's Evening of Jazz. Board Member Mary Pallant reported the MAC will share 50% of two community mailers. She attended another Masters in Governance module and the VCSBA Dinner honoring Jan Iceland. Board Member Jan Iceland thanked the members of the Board for attending the VCSBA dinner. She attended the Technology Committee meeting, Facilities Planning Committee meeting, and the Chinese New Year celebration which included some of OPUSD students performing.

REPORT FROM STUDENT BOARD REPRESENTATIVE

Erica Rosenberg reported there would be a Hypno fundraiser, Powder Puff football game, and Winter Rally this week ending with the Winter Dance on Saturday. ASB had a successful blood drive and are gearing up for Acceptance Week March 5.

REPORT FROM SUPERINTENDENT

Dr. Knight thanked everyone for a successful Shark Week. He thanked Debby West and the other teacher advisors who worked with students for the I2I projects. Dr. Knight reported he would be meeting with Supervisor Parks and Verizon to discuss location of a planned cell tower.

Report from School Site Councils

The Board received School Site Council reports from Brookside Elementary School, Medea Creek Middle School, Oak View High School and Oak Park Independent School.

Report from Facilities Planning Committee

Peter Kristensen reported on the continuing work of the Facilities Planning Committee

Report from Technology Committee

Jane Mintz reported on the continuing work of the Technology Committee

DISCUSSION ITEMS

1. Depression, Mental Health Interventions – the Counselors and Safe School Ambassadors from OPHS presented the Board with information on how they deal with stress and mental health of students throughout the year.
2. 2010-11 Physical Fitness Results – Dr. Leslie Heilbron presented the results.
3. Preliminary Budget Discussion - Impact of Governor's 2012-13 Proposed Budget and SB81 for OPUSD – Martin Klauss presented information to the Board.

C.1. CONSENT AGENDA

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

- a. Approve Minutes of Regular Board Meeting January 17, 2012
- b. Public Employee/Employment Changes 01CL21799-01CL21822 & 01CE05493– 01CE054

- c. Approve Purchase Orders – January 1 – January 31, 2012
- d. Approve Overnight Trip for Oak Park High School Boys' Volleyball Team - March 9-10, 2012
- e. Approve Overnight Trip for Oak Park High School Girls' Volleyball Team – August 16-19, 2012
- f. Approve Overnight Trip for Oak Park High School Solar Cup Team – April 7-8, 2012 and May 12-15, 2012

ACTION

2. CURRICULUM

a. Approve Single Plans for Student Achievement

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved the Single Plans for Student Achievement. Motion carried 5-0.

b. Approve 2010-11 School Accountability Report Cards

On motion of Sepideh Yeoh, seconded by Barbara Laifman, the Board of Education approved the 2010-11 School Accountability Report Cards. Motion carried 5-0.

c. Approve Oak Park High School Physical Education Revisions

On motion of Sepideh Yeoh, seconded by Barbara Laifman, the Board of Education approved Oak Park High School Physical Education Graduation Requirements. Motion carried 5-0.

3. BUSINESS SERVICES

a. Approve 2012 Facility Master Plan Projects

On motion of Barbara Laifman, seconded by Mary Pallant, the Board of Education approved the 2012 Facility Master Plan Projects. Motion carried 5-0.

b. Approve Project to be funded from Measure R Bond Funds – Oak Park High School E Building Administration Modernization

On motion of Mary Pallant, seconded by Allen Rosen, the Board of Education approved a Projected to be Funded from Measure R Bond Funds – Oak Park High School E Building Administration Modernization. Motion carried 5-0.

Ann Waldman, chairperson of the Citizens Oversight Committee, expressed the Committee's concern about spending Measure R funds on this project at this time at the expense of other projects. The District explained that this modernization project was included in the application for matching funds from the State.

The Board adjourned the meeting for a break at 9:11 p.m. They reconvened at 9:20 p.m.

c. Approve Project to be funded from Measure R Bond Funds – Gymnasium Basketball Backboard Safety Upgrades at Medea Creek MS and Oak Park HS

On motion of Allen Rosen, seconded by Barbara Laifman, the Board of Education approved the Project to be Funded from Measure R Bond Funds – Gymnasium Basketball Backboard Safety Upgrades at Medea Creek MS and Oak Park HS. Motion carried 5-0.

d. Approve Project to be funded from Measure R Bond Funds – Roof Drainage Improvements at Oak Hills Elementary School

On motion of Allen Rosen, seconded by Sepideh Yeoh, the Board of Education approved the Project to be funded from Measure R Bond Funds – Roof Drainage Improvements at Oak Hills Elementary School. Motion carried 5-0.

e. Approve Award of Bid #12-01R, Concrete Repair and Replacement at Brookside Elementary School

On motion of Mary Pallant, seconded by Sepideh Yeoh, the Board of Education approved the Award of Bid #12-01R, Concrete Repair and Replacement at Brookside Elementary School. Motion carried 5-0.

f. Approve Revised Measure C6 Phased Project Plan

On motion of Mary Pallant, seconded by Allen Rosen, the Board of Education approved the Revised Measure C6 Phased Project Plan. Motion carried 5-0.

g. Approve Agreement with VCEDNET for Internet Connectivity

On motion of Allen Rosen, seconded by Sepideh Yeoh, the Board of Education approved the Agreement with VCEDNET for Internet Connectivity. Motion carried 5-0.

h. Approve Agreement with Time Warner for 1GB Circuit to Ventura County Office of Education

On motion of Allen Rosen, seconded by Barbara Laifman, the Board of Education approved the Agreement with Time Warner for 1GB Circuit to Ventura County Office of Education. Motion carried 5-0.

i. Approve Enrollment and Site Capacities, and Class Sizes and Staffing Ratios for the 2012-13 School Year

On motion of Mary Pallant, seconded by Sepideh Yeoh, the Board of Education approved increasing Class Size and Staffing Ratios and adding District of Choice students for the 2012-13 School Year. Motion carried 5-0.

Wendy Bani addressed the Board regarding her concern about increasing the District of Choice students and raising class size.

j. Approve Agreement with School Services of California

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved the Agreement with School Services of California. Motion carried 5-0.

On motion of Mary Pallant, seconded by Sepideh Yeoh, the Board of Education approved extending the meeting. Motion carried 5-0.

k. Approve Denial of Claim Against the District, Claim #12-01

On motion of Mary Pallant, seconded by Allen Rosen, the Board of Education approved the denial of Claim Against the District, Claim #12-01. Motion carried 5-0.

l. Approve Donations

On motion of Mary Pallant, seconded by Sepideh Yeoh, the Board of Education approve accepting Donations. Motion carried. 5-0

m. Approve Temporary Borrowing from the Ventura County Office of Education and Measure R Bond Funds as authorized by Education Code 42603

On motion of Allen Rosen, seconded by Mary Pallant, the Board of Education approved Temporary Borrowing from the Ventura County Office of Education and Measure R Bond Funds as authorized by Education Code 42603. Motion carried 5-0.

4. HUMAN RESOURCES

a. Approve Resolution #12-01 – Regarding Non-Reelection and Release from Employment of Temporary Certificated Employees - #1-15

On motion of Mary Pallant, seconded by Allen Rosen, the Board of Education approved Resolution #12-01 – Regarding Non-Reelection and Release from Employment of Temporary Certificated Employees - #1-15. Motion carried 5-0.

5. BOARD

a. Approve 2012 CSBA Delegate Assembly Candidates Election

On motion of Mary Pallant, seconded by Allen Rosen, the Board of Education approved the 2012 CSBA Delegate Assembly Candidates, Darlene A. Bruno, Rob Collins, Ana Del Rio Barba, and Jan Iceland. Motion carried 5-0.

On motion of Mary Pallant, seconded by Sepideh Yeoh, the Board of Education agreed to table the Board Policies. Motion carried 5-0.

VII. INFORMATION ITEMS

None

VIII. OPEN DISCUSSION

The Board agreed to a Special Meeting on March 6, 2012 beginning at 5:00 or 5:30 p.m. for Closed Session.

The Board asked staff to find out if two readings are necessary for Board Policies.

There being no further business before this Board, the Regular meeting is declared adjourned at 11:00 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

MINUTES OF SPECIAL BOARD MEETING 3-6-12 #854
BOARD OF EDUCATION

CALL TO ORDER/MEETING PLACE

The Board of Education President, Ms. Jan Iceland, called the regular meeting to order at 5:35t p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Ms. Jan Iceland, President, Mr. Allen Rosen, Vice President, Ms. Mary Pallant, Clerk, Ms. Barbara Laifman, Member and Ms. Sepideh Yeoh, Member

PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 5:36 p.m.

CALL TO ORDER/MEETING PLACE

The Board of Education President, Jan Iceland, reconvened the regular meeting to order at 6:20 p.m. in Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Ms. Jan Iceland, President, Mr. Allen Rosen, Vice President, Ms. Mary Pallant, Clerk, Ms. Barbara Laifman, Member and Ms. Sepideh Yeoh, Member

STAFF PRESENT

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

PUBLIC SPEAKERS

None

FLAG SALUTE

Russ Peters led the Pledge of Allegiance to the Flag

REPORT ON CLOSED SESSION

At the Closed Session held this evening, the Board took no action.

PUBLIC SPEAKERS

None

ACTION

1. **Approve Award of Bid #12-06R, Storefront Window and Door Replacement at Brookside Elementary School**
On motion of Allen Rosen, seconded by Mary Pallant, the Board of Education approved the Award of Bid #12-06R, Storefront Window and Door Replacement at Brookside Elementary School to Center Glass, Inc. Motion carried 5-0.
2. **Approve Amendment #2 to the Agreement with KPI Architects for Architectural Services In Connection with Improvements at Oak Park High School, Building E Administration**

On motion of Mary Pallant, seconded by Allen Rosen, the Board of Education approved Amendment #2 to the Agreement with KPI Architects for Architectural Services in Connection with Improvements at Oak Park High School, Building E Administration. Motion carried 5-0.

3. **Approve Resolution #12-03 Regarding Administrator Release and Reassignment, and/or Reduction of Work Days and/or Compensation**
On motion of Barbara Laifman, seconded by Sepideh Yeoh, the Board of Education approved Resolution #12-03 Regarding Administrator Release and Reassignment, and/or Reduction of Work Days and/or Compensation. Motion carried 5-0.
4. **Approve Resolution #12-05 Reduction or Discontinuing Particular Kinds of Service Reduction in Force**
On motion of Mary Pallant, seconded by Sepideh Yeoh, the Board of Education approved Resolution #12-05 Reduction or Discontinuing Particular Kinds of Service Reduction in Force. Motion carried 5-0.
5. **Approve Resolution #12-04, Determination of Seniority Among Employees with the Same Seniority Date ("Tie Breaker Resolution")**
On motion of Allen Rosen, seconded by Mary Pallant, the Board of Education approved Resolution #12-04, Determination of Seniority Among Employees with the Same Seniority Date ("Tie Breaker Resolution"). Motion carried 5-0.
6. **Approve Resolution #12-06, Regarding Classified Management and Confidential Release and Reassignment, and/or Reduction of Work Days and/or Compensation**
On motion of Allen Rosen, seconded by Mary Pallant, the Board of Education approved Resolution #12-06, Regarding Classified Management and Confidential Release and Reassignment, and/or Reduction of Work Days and/or Compensation. Motion carried 5-0.
7. **Approve Resolution #12-02 Authorizing the Issuance and Sale of Oak Park Unified School District Cross Year Tax Revenue Anticipatory Note (TRAN)**
On motion of Barbara Laifman, seconded by Mary Pallant, the Board of Education approved Resolution #12-02 Authorizing the Issuance and Sale of Oak Park Unified School District Cross year Tax Revenue Anticipatory Notes (TRAN). Motion carried 5-0.
8. **Approve Certification of 2011-2012 Second Interim Financial Report and Budget Revisions**
On motion of Barbara Laifman, seconded by Mary Pallant, the Board of Education approved Certification of 2011-2012 Second Interim Financial Report and Budget Revisions. Motion carried 5-0.
9. **Review and Discuss District 2011-2012 Moral Imperatives and Goals**
Board reviewed the District 2011-12 Moral Imperatives, Goals and Action Plans to discuss whether the District is achieving its goals.
10. **Review and Approve Board Policy 9310 Regarding First and Second Reading of Board Policies**
The Board reviewed Board Policy 9310 regarding first and second readings of Board Policies and agreed to consider each policy before approving a waiver of the second reading.
11. **BOARD POLICIES**
 - a. **Approve Amendment to Board Policy 5022 – Student and Family Privacy Rights – First Reading**
On motion of Allen Rosen, seconded by Sepideh Yeoh, the Board of Education tabled the amendment to Board Policy 5022 – Student and Family Privacy Rights for staff to provide more information. Motion carried 5-0.
 - b. **Approve Amendment to Board Policy 3100 – Budget – First Reading**
On motion of Barbara Laifman, seconded by Sepideh Yeoh, the Board of Education tabled the amendment to Board Policy 3100 – Budget for staff to provide more information. Motion carried 5-0.
 - c. **Approve Amendment to Board Policy 3280 – Sale or Lease of District-Owned Real Property– First Reading**
On motion of Allen Rosen, seconded by Barbara Laifman, the Board of Education approved the amendment to Board Policy 3280 – Sale or Lease of District-Owned Real Property and waived a second reading. Motion carried 5-0.

d. Approve Amendment to Board Policy 3290 – Gifts, Grants, and Bequests – First Reading

On motion of Sepideh Yeoh, seconded by Allen Rosen, the Board of Education approved the amendment to Board Policy 3290 – Gifts, Grants and Bequests – First Reading. Motion carried 5-0.

e. Approve Amendment to Board Policy 5145.11 – Questioning and Apprehension – First Reading

On motion of Allen Rosen, seconded by Barbara Laifman, the Board of Education approved the amendment to Board Policy 5145.11 – Questioning and Apprehension – First Reading. Motion carried 5-0.

f. Approve Amendment to Board Policy 6111 – School Calendar – First Reading

On motion of Allen Rosen, seconded by Mary Pallant, the Board of Education approved the amendment to Board Policy 6111 – School Calendar – First Reading. Motion carried 5-0.

g. Approve Amendment to Board Policy 7310 – Naming of Facility – First Reading

On motion of Allen Rosen, seconded by Barbara Laifman, the Board of Education approved the amendment to Board Policy 7310 – Naming of Facility – First Reading. Motion carried 5-0.

h. Approve Amendment to Board Bylaw 9150 – Student Board Members–1st Reading

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved the amendment to Board Policy 9150 – Student Board Members and waived a second reading. Motion carried 5-0.

OPEN DISCUSSION

The Board would like to conduct a Board Self Evaluation. Staff will provide Board Goals and CSBA material on Self-Evaluation to the Board.

Ms. Iceland would like the Board to consider an action item regarding having Board Members attend the CSBA Conference every other year.

There being no further business before this Board, the Board adjourned to Closed Session at 9:42 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, Superintendent

DATE: MARCH 20, 2012

**SUBJECT: C.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS
RECOMMENDED BY THE SUPERINTENDENT**

Consent

ISSUE: Approval/ratification of certificated personnel actions.

AUTHORIZATION TO EMPLOY

Number	Name	Classification	Start Date	Fund	Site/Grade

AUTHORIZATION TO PAY STIPEND

Number	Name	Assignment	Effective	Fund	Amount	Site
01CE05533	Marta Graves	Astro Camp	2/13-2/15/2012	Camp	300.00	MCMS
01CE05534	Daniel O'Brien	Instrum. Coach	8/2011-1/27/2012	Site	1008.00	OPHS
01CE05535	Don Enoch	Pavilion Mgr.	8/2011-1/27/2012	ASB	1350.00	OPHS
01CE05536	Don Enoch	Pavilion Mgr.	1/30-6/15/2012	Site	1350.00	OPHS

IN-SERVICE CHANGE

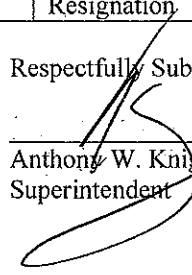
Number	Name	Change	Effective	Fund	Site

SEPARATION

Number	Name	Position	Separation	Effective Date	Site
01CE05537	Stephanie Pope	American Sign Lang. Tchr	Resignation	6/15/2012	OPHS
01CE05538	Cynthia Koepcke	Middle School Teacher	Resignation	6/15/2012	MCMS

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

Respectfully Submitted,


Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 20, 2012

SUBJECT: C.I.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

CONSENT

ISSUE: Approval/ratification of classified personnel actions.

AUTHORIZATION TO HIRE

Number	Name	Position	Salary	Fund	Start Date	Site
CL21823	Brianne Pearson	Instructional Assistant II	\$14.46	Spec. Ed.	3/8/12	OPNS

AUTHORIZATION TO PAY STIPEND

Number	Name	Assignment	Effective	Fund	Amount	Site
CL21824	Donn James	Girls Soccer Asst. Coach	11/21/11-2/10/12	ASB	\$1500.00	OPHS
CL21825	Mark Zeolla	Girls Var. Soccer Coach	11/21/11-2/10/12	ATH	\$2430.00	OPHS
CL21826	Julio Ramirez	Girls JV Soccer Coach	11/21/11-2/10/12	ATH	\$1782.00	OPHS

IN-SERVICE CHANGE

Number	Name	Change	Effective Date	Site
CL21827	Ruth Poling	Change in hrs. to 11:45 am to 2:45 pm	2/6/12	MCMS

SEPARATION

Number	Name	Position	Separation Type	Effective Date	Site
CL21828	Fred Vargas	Part time Custodian	Personal Leave	2/27/12-8/27/12	MCMS

Prepared by:
Leslie Heilbron Assistant Superintendent /Human Resources

Respectfully Submitted,

Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.1.c APPROVE PURCHASE ORDERS – FEBRUARY 1-29, 2012

CONSENT

ISSUE: Shall the Board approve the purchase orders issued February 1-29, 2012?

BACKGROUND: Attached is the Purchase Order Report listing all purchase orders issued during the reporting period. All purchase orders have been approved by an administrator as a necessary expense and are budgeted for and within the budget authorization of the account.

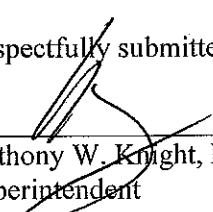
ALTERNATIVES:

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,


 Anthony W. Knight, Ed.D.
 Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

ReqPay11c

Board Report with Fund

Includes 02/01/2012 - 02/29/2012

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P12-00460	West Coast Air Conditioning	Proj 10-02R OPHS Science Lab HVAC Repair	Business Administration	213	3,349.00
P12-00461	Home Depot	Proj 11-11R Irrigation Supplies	Business Administration	213	480.89
P12-00462	Sports Facilities Group	Safety -Repair/Replace Backboards at MCMS & OPHS	Business Administration	010	14,185.26
P12-00463	Fisher Science Education	Science/Donation/mat & supp	Oak Park High School	010	1,369.70
P12-00464	Liberty Flag & Specialty Co.	American Flag/Lott/mat & supp	Oak Park High School	010	218.74
P12-00465	Kater-Crafts Bookbinders	Textbook Rebinding/Lott/rnt lse rpr	Oak Park High School	010	1,218.01
P12-00466	SMITH PIPE & SUPPLY	Proj 11-11R Irrigation Controller Enclosures	Business Administration	213	7,136.42
P12-00467	Lynrus Aluminum Products, LLC	Proj 12-00R Misc -Backboard Supplies OPHS & MCMS	Business Administration	213	9,308.83
P12-00468	Southwinds Transportation	Parent funded field trip	Red Oak Elementary School	010	781.20
P12-00469	Southwinds Transportation	Parent funded field trip	Red Oak Elementary School	010	831.20
P12-00470	Compuwave Inc.	Toner	Oak View High School	010	668.16
P12-00471	Organized Sports Inc.	DON: PE Clothes for 2012-2013	Medea Creek Middle School	010	9,246.83
P12-00472	Southwinds Transportation	Donation - 1st grade field trip	Brookside School	010	1,396.80
P12-00473	Construction Testing & Enginee	Proj 10-01R(A,B,C) DSA Inspect Fire Alarm Upgrade	Business Administration	213	15,235.00
P12-00474	Advanced Cable Solutions	OPHS Concession Fiber & Copper Proj 11-12R & C6	Business Administration	212	4,950.00
P12-00475	Kelly Cleaning & Supplies	OHES Water Damage-Clean-Up & Furniture Moving	Business Administration	010	2,288.00
P12-00476	Pro-Ed	TOWL-4 Protocol Order - OPHS/Niebergall	Pupil Services/Special Ed.	010	70.35
P12-00477	PEARSON ASSESSMENTS ORDER PROCESSING	Protocol Order - OT	Pupil Services/Special Ed.	010	226.29
P12-00478	Home Depot	Proj 11-11R Irrigation Supplies	Business Administration	213	72.08
P12-00479	Compuwave Inc.	Toner cartridge--C Building	Red Oak Elementary School	010	213.43
P12-00480	School Innovations & Advocacy	2011/12 Site Service Plan 2nd Semi Annual Payment	Business Administration	010	3,600.00
P12-00481	School Innovations & Advocacy	2011-12 Consulting mandated costs claims 2011/12	Business Administration	010	6,000.00
P12-00482	Precision Plumbing	ROES Water Main line Repair	Business Administration	010	2,762.00
P12-00483	Bruce Wilkoff	Peer Counseling/ASB/oth exp	Oak Park High School	010	750.00
P12-00484	West Group Payment Center	2012 Education Code Books	Superintendent	010	180.18
P12-00485	SMITH PIPE & SUPPLY	Proj 11-11R Irrigation Controller Enclosure	Business Administration	213	1,189.40
P12-00486	Wildlife Experience	Donation 1st grade field trip	Brookside School	010	295.00
P12-00487	D & S Marketing Systems, Inc.	Wkbks/Donation/mat & supp	Oak Park High School	010	572.61
P12-00488	Markstarr	Garden Bench/PFC/Donation/mat & supp	Oak Park High School	010	517.12

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

ReqPay11c

Board Report with Fund

Includes 02/01/2012 - 02/29/2012

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B12-00230	Systematic Office Supply	Open PO for office supplies	Medea Creek Middle School	010	250.00
B12-00231	Silver Star Automotive Group	2011-12 PO Vehicle Maintenance & Repairs	Business Administration	010	500.00
B12-00232	Russell Sigler Inc	2011-2012 HVAC Parts/Supplies	Business Administration	010	1,000.00
B12-00233	Renaissance Learning, Inc	PFA: Open PO for AR tests	Medea Creek Middle School	010	1,200.00
B12-00234	Coastline Communications, LLC	2011-2012 For Telephone repair and service	Business Administration	010	3,000.00
B12-00235	Better World Club	2011-12 PO Vehicle Roadside Assistance	Business Administration	010	639.50
FS12-00052	Commercial Door Company Inc	Repair Cafe roll-up door	Food Services	130	750.75
FS12-00053	Delta Mechanical	230V 1PH Circuit installed	Food Services	130	1,500.00
P12-00428	Wildlife Experience	3rd Grade Wildlife Experience 1/23/12 - On Campus	Oak Hills Elementary School	010	295.00
P12-00440	The Grammy Museum Fondation	Grammy Museum Field Trip	Oak View High School	010	774.00
P12-00444	Cal. Department Of Education	Proj 10-14R CDE Modernization Plan Review OPHS	Business Administration	213	4,609.16
P12-00445	Cal. Department Of Education	Proj 10-13R CDE Modernization Plan Review BES	Business Administration	213	1,870.52
P12-00446	Southwinds Transportation	Parent funded field trip	Red Oak Elementary School	010	731.20
P12-00447	Creative Learning Systems	DON:Pneumatics replacement part Tech Lab	Medea Creek Middle School	010	95.69
P12-00448	Compuwave Inc.	DISC: Smartboard replacement bulbs	Medea Creek Middle School	010	1,174.39
P12-00449	Conejo Awards	DISC: Room Placards for 1 Class 1 Office	Medea Creek Middle School	010	32.18
P12-00450	Southwinds Transportation	Parent funded field trip	Red Oak Elementary School	010	731.20
P12-00451	Teaching Textbooks	Algebra Math Texts	Home Independent Study Program	010	433.59
P12-00452	Dome Designs	Shark Team Sweatshirts	District-wide	010	653.15
P12-00453	DEPT OF GENERAL SERVICES DIV.OF THE STATE ARCHITECT	Proj 10-01R C Fire Alarm Upgrade MCMS	Business Administration	213	98.00
P12-00454	VENTURA COUNTY STAR	Proj 12-06R Legal Ad for Bid - BES	Business Administration	213	978.12
P12-00455	Kelly Cleaning & Supplies	DSA Closeout - Clean up at OPHS	Business Administration	213	364.00
P12-00456	Ronald Reagan Library	Donation - 3rd grade field trip	Brookside School	010	120.00
P12-00457	Coach Usa-Los Angeles	Astro Camp Transportation	Medea Creek Middle School	010	7,388.06
P12-00458	Merit Metal Products, Inc.	Proj 09-03R OHES Roof Gutters/Downspouts	Business Administration	213	5,775.00
P12-00459	Witt Company	Riso periodic service contract	Red Oak Elementary School	010	1,014.50

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

ReqPay11c

Board Report with Fund

Includes 02/01/2012 - 02/29/2012					
PO Number	Vendor Name	Description	Location	Fund	Account Amount
P12-00489	City Of Ventura Parks & Rec.	Parent funded field trip	Red Oak Elementary School	010	770.00
P12-00490	CITY OF VENTURA COMM SVCS DEPT INTERPRETIVE OUTREACH PROGRAMS	donation fourth grade field trip	Brookside School	010	1,140.00
P12-00491	Lane-Aire Manufacturing Corp	BES & OPHS Roof Hatch	Business Administration	010	1,556.00
P12-00492	Perma-Bound	PFA Budget Line Item Library- Books	Medea Creek Middle School	010	3,633.74
P12-00493	Karen Kennedy dba Camino Real	3rd Grade - Camino Real Naturalists On-Campus	Oak Hills Elementary School	010	500.50
P12-00494	Karen Kennedy dba Camino Real	4th Camino Real Naturalists - On Campus	Oak Hills Elementary School	010	780.00
P12-00495	Naturalist & Historical Interp United Rentals	Scissor Lift & Trailer C6	Business Administration	212	15,432.94
T12-00027	Compuwave Inc.	Replacement Drum for Printer	Superintendent	010	55.77
T12-00028	Compuwave Inc.	WinRmtDsktpSrvcsCAL	Technology Coordinator	212	1,769.63
Total				64	150,729.09

Fund Summary			
Fund	Description	PO Count	Amount
010	General Fund	46	75,859.35
130	Cafeteria Fund	2	2,250.75
212	Measure C6 Technology Bond Fun	3	22,152.57
213	Measure R FACILITIES Bond Fund	13	50,466.42
Total		64	150,729.09

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
**SUBJECT: C.1.d. APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL
 ROBOTICS CLUB – APRIL 18-21, 2012**

CONSENT

ISSUE: Shall the Board approve an overnight trip for the Oak Park High School Robotics Club to attend the VEX World Championships?

BACKGROUND: Principal, Kevin Buchanan, requests approval for this overnight scheduled for April 18-21, 2012 at Anaheim Convention Center, Anaheim, CA. Approximately five club members, one OPHS staff/club advisor and one parent volunteer will depart at 3:15 p.m. on Wednesday, April 18th and return the evening of Saturday, April 21st. Group will travel by district approved drivers in private vehicles. Members and chaperones will stay at the Best Western in Anaheim. The cost will be approximately \$350 per student to cover the cost of transportation, hotel and event registration. Students are seeking donations and will individually pay costs not covered by donations. 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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 20, 2012

SUBJECT: C.1.e APPROVE OVERNIGHT TRIP FOR MEDEA CREEK MIDDLE SCHOOL BAND – APRIL 27-29, 2012

CONSENT

ISSUE: Shall the Board of Education approve an overnight trip for the Medea Creek Middle School Band to attend the Concert Band Heritage Festival?

BACKGROUND: The Medea Creek Concert Band continues to participate in a variety of music festivals. The Heritage Festival is a more challenging music festival that takes place annually in San Diego. Attendance is open to all 8th grader Concert Band members and is completely optional. The trip is scheduled for April 27, 2012 (@8:00a.m.) – April 29, 2012 (@4:00p.m.). The cost is \$500.00 (Includes transportation, food and lodging). Chaperones include MCMS staff members and parent volunteers. The Festival is planned and programed by WorldStrides Heritage Performance Programs.

ALTERNATIVES: 1. Approve the overnight trip to the Heritage Festival in San Diego.
2. Do not approve the overnight trip to the Heritage Festival in San Diego.

RECOMMENDATION: Alternative #1.

RATIONALE: It is an outstanding opportunity to study music in depth while learning from music clinicians. Students will get a hands-on experience performing in front of adjudicators and learning how to critique their own work for continued improvement. This will help students become more independent as musicians as well helping them to take pride, ownership and responsibility in their work.

Respectfully submitted:

Anthony W. Knight
Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE: **AYES** **NOES** **ABSTAIN** **ABSENT**

Laifman

Iceland

Pallant

Rosen

Yeoh

Student Rep.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.1.f APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL DANCE TEAM – MARCH 30-APRIL 1, 2012

CONSENT

ISSUE: Shall the Board approve an overnight trip for the Oak Park High School Dance Team?

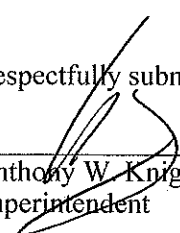
BACKGROUND: Principal, Kevin Buchanan, requests approval for OPHS Dance Team to attend the United Spirit National Dance Competition scheduled for March 30-April 1, 2012 at the Anaheim Convention Center. Twenty-one team members, OPHS coach and three female parent-chaperones will depart on Friday, March 30th at 3:30 p.m. and depart for home by 5 p.m. on Sunday. Team and chaperones will travel in private vehicles driven by district-approved drivers. The team and chaperones will stay at the Anaheim Marriot and team members will pay approximately \$385 to cover the cost of the competition & accommodations. 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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.1.g. APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL BOYS BASEBALL TEAM – APRIL 7-12, 2012

CONSENT

ISSUE: Shall the Board approve an overnight trip for the Oak Park High School Boys' Baseball Team?

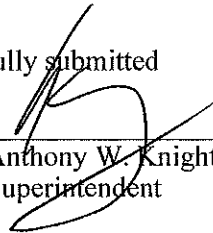
BACKGROUND: Principal, Kevin Buchanan, requests approval for the baseball team to participate in a tournament on April 7-12 at St. Paul High School in Santa Fe Springs, CA. Approximately 16-18 players, two-three OPHS coaches and four parent chaperones will stay at the Doubletree Hotel in Orange, CA. Team and chaperones will travel by district-approved drivers in private vehicles, departing the morning of April 9th and returning the evening of April 12th. The cost of hotel, transportation and tournament will be covered by funds raised by the team for this trip. Athletes will be responsible for lunches and incidentals. 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 field trip as presented.
 2. Do not approve field 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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.I.h. APPROVE RENEWAL AGREEMENT WITH SCHOOL INNOVATIONS & ADVOCACY FOR MANDATED COST SERVICES

ACTION

ISSUE: Shall the Board approve a three year renewal agreement with School Innovations & Advocacy (SI&A) for mandated cost services?

BACKGROUND: The District has historically contracted with SI&A for consulting services for the preparation and filing of claims for reimbursement of mandated costs. Two components comprise the scope of services provided. The first provides comprehensive services on a site-by-site basis, as well as in-service training for staff regarding mandated cost reporting and requirements. The second component includes the preparation and submittal of claims for reimbursement to the State. Attached for the Board's review is a renewal contract with SI&A for these services for fiscal years 2012-13 through 2014-15, in the amount of \$19,200 annually, maintaining the 2010 rate structure.

The services provided have been vital in keeping the District compliant with mandate requirements and in recovering reimbursable costs. Additionally, the State budget passed earlier this month provides funding for mandate reimbursements, and approval of the attached renewal contract will allow SI&A to file reimbursement claims on the District's behalf.

ALTERNATIVES:

1. Approve the renewal agreement with School Innovations & Advocacy for mandated cost services for fiscal years 2012-13 through 2014-15.
2. Do not approve the 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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



MULTIPLE SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ADVOCACY, INC.
And
OAK PARK UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated _____, 20__ (the "Agreement") is made by and between Oak Park Unified School District ("District"), and School Innovations & Advocacy, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement and estimated claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), and SI&A is qualified to perform such services; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2012 (the "Effective Date") and will automatically expire on June 30, 2015 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years (July 1, 2012 through June 30, 2013; July 1, 2013 through June 30, 2014; and July 1, 2014 through June 30, 2015), the "Agreement Period". Each fiscal year within the Agreement Period is an "Agreement Year".
2. **Services.** SI&A agrees to provide District consulting services ("Services") as outlined in Appendixes A and B during the Agreement Period.
3. **District's Obligations.**
 - 3.1 **District's Responsibilities; District Acknowledgment.** District will be responsible for the following: (a) the substantive outcomes of the service; (b) preparing and furnishing to SI&A, promptly upon its request, such information that is reasonably necessary to perform the services; (c) accurately preparing and maintaining true and correct student documentation and records; (d) establishing and maintaining data collection and tracking

procedures and other internal controls sufficient to support this service; (e) ensuring that District and its employees, agents and SI&As properly identify and comply with all laws and regulations applicable to District's activities; (f) providing support and computer equipment compatible with the technology requirements specified by SI&A; (g) ensuring that District and school personnel who use School Innovations & Advocacy products participate in the training sessions provided to District by School Innovations & Advocacy; (h) Providing the assistance and contact information of school personnel; (i) Making timely payments to School Innovations & Advocacy for the products and services provided hereunder. (j) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); (k) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim. District understands that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee (as defined in Exhibit A – Standard Terms and Conditions) presumes a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained SI&A's requirements in this regard to District and District agrees to meet these requirements.

3.2 Obligations to SI&A. District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's inquiries, the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, estimated claims or responding to audits or investigations.

3.3 Claim Approval. Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct (for reimbursement claims) or constitute District's good faith estimates to the best of District's knowledge (for estimated claims); or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

4. California False Claims Act. District acknowledges that reimbursement and estimated claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly"

means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. Payment of Fees.

5.1 Fees. For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A \$19,200, annually, (the "Fee") for the fiscal years 2012/13, 2013/14 and 2014/15, as follows:

Services	FY 2012/13	FY 2013/14	FY 2014/15
MandatePrep®	12,000	12,000	12,000
SiteServ SM	7,200	7,200	7,200
Total Annual Fee	\$19,200	\$19,200	\$19,200

5.2 Payment Plan. Services shall be billed separately, and the Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

☐ 3 annual payments due July 1, 2012, 2013 and 2014.

☒ 6 semi-annual payments due July 1, 2012, 2013 and 2014, and January 1, 2013, 2014 and 2015.

5.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

6. Entire Agreement. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

7. Exhibits. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.


[Remainder of page intentionally left blank.]

8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

**SCHOOL INNOVATIONS
& ADVOCACY, INC.**

Signature: 
 Date Signed: 12/20/11
 Print Name: Jeffrey C. Williams
 Title: Chief Executive Officer
 Company: School Innovations & Advocacy
 Address: 11130 Sun Center Dr, Suite 100
Rancho Cordova, CA 95670
 Phone: (800) 487-9234
 Fax: (888) 487-6441

DISTRICT:

**OAK PARK UNIFIED SCHOOL
DISTRICT**

Signature: _____
 Date Signed: _____
 Print Name: _____
 Title: _____
 Address: _____
 Phone: _____
 Fax: _____
 Email: _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Advocacy is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current agreement year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assistances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

APPENDIX A

MANDATEPREP® SERVICES

During the Agreement Period, SI&A agrees to provide District the following MandatePrep® services:

(a) Prepare and file (based on information provided by District):

(i) For Agreement Year 2012/2013:

- (1) 2011/2012 reimbursement claims;
- (2) Late and amended 2010/2011 reimbursement claims; and
- (3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period;

(ii) For Agreement Year 2013/2014:

- (1) 2012/2013 reimbursement claims;
- (2) Late and amended 2011/2012 reimbursement claims; and
- (3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period;

(iii) For Agreement Year 2014/2015:

- (1) 2013/2014 reimbursement claims;
- (2) Late and amended 2012/2013 reimbursement claims; and
- (3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period;

(b) Hold training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);

(c) Monitor District's mandated cost tracking systems for each Agreement Year;

(d) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;

(e) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office; and

(f) Provide representation of District with respect to any State audit of claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns.

APPENDIX B**SITESERVSM**

During the Agreement Period, SI&A agrees to provide District the following services (SiteServSM) for the development of a site service plan for each school site as listed on Attachment B-1 ("Designated Sites" or individually, "Designated Site"):

- (a) Two (2) on-site visits for training and advisory sessions at each Designated Site each Agreement Year;
- (b) Coordinate between District and Designated Sites for data collection;
- (c) Advise and assist each Designated Site and its personnel to (1) develop a more in-depth understanding of reimbursable costs under the State's mandates, (2) determine the documentation required to substantiate such costs, and (3) meet the school's documentation completion deadlines to enable SI&A to prepare claims for timely submission to the State Controller's Office;
- (d) Expanded training sessions with SI&A and District which may be held concurrently with District or other Designated Site training sessions. A mutually acceptable schedule will be developed specifying the dates when the training sessions will occur. Since new State mandates not in effect on the Effective Date ("New Mandates") may be authorized during an Agreement Year, SI&A shall incorporate training for New Mandates into SiteServSM if the New Mandates are approved by the State Controller's Office and the filing deadline falls within the Agreement Period; and
- (e) Include milestones to be achieved by each Designated Site in the site service plan and prepare a district level summary status report showing each Designated Site's progress regarding its ability to remain current on documentation requirements for site based claims at the end of each milestone. SI&A's resources for addressing issues identified in the summary status report are beyond the Initial Scope of Services.

ATTACHMENT B-1**DESIGNATED SITES**

Brookside Elementary
Medea Creek Middle
Oak Hills Elementary
Oak Park High
Oak View High
Red Oak Elementary

TO: BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.1.i. APPROVE QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS – JANUARY 2012

Consent

ISSUE: Shall the Board of Education approve the Quarterly Report on Williams Uniform Complaints – January 2012?

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 data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the Board of Education and the County Superintendent of Schools. 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.

ALTERNATIVES: 1. Approve the Quarterly Report on Williams Uniform Complaints – January 2012
 2. Do not approve the Quarterly Report on Williams Uniform Complaints – January 2012

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

Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

Quarterly Report on Williams and Valenzuela Uniform Complaints
[Education Code Section 35186(d)]

District: Oak Park Unified School District

Person completing this form: Dr. Leslie Heilbron

Title: Assistant Superintendent, Human Resources

Quarterly Report Submission Date: (check one)
☐ October 2011 (7/1/11 to 9/30/11)
☒ January 2012 (10/1/11 to 12/31/11)
☐ April 2012 (1/1/12 to 3/31/12)
☐ July 2012 (4/1/12 to 6/30/12)

Date for information to be reported publicly at governing board meeting: March 20, 2011

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
Totals	0		

Anthony W. Knight, Ed.D.
 Name of District Superintendent


 Signature of District Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.2.a. AUTHORIZATION TO PURCHASE COMPUWAVE COMPUTER PRODUCTS, SERVICES AND RELATED PRODUCTS, UTILIZING PROVISIONS OF PUBLIC CONTRACT CODE SECTION 20118

CONSENT

ISSUE: Shall the Board authorize the purchase of Compuwave computer products, services and related products under the cooperative purchase provision of County of Ventura Contract #6500, as permitted by Public Contract Code (PCC) Section 20118?

BACKGROUND: On February 21, 2012, the Board approved modifications to the District's Measure C6 multiyear implementation plan. The plan provides for the purchase of technology equipment, including Compuwave computer products and associated hardware in connection with the upgrade to the District's network backup system. In order to receive the most favorable pricing, and to conform to the bidding requirements of PCC 20111-20118, staff is recommending that the Board authorize the purchase of Compuwave computer products and related components and services through the cooperative purchase provision of County of Ventura Contract #6500. The County bid contains a provision commonly referred to as a "piggyback" clause, authorized by PCC Section 20118, which allows districts to utilize the bids of other public agencies, thereby saving time, effort and money.

ALTERNATIVES:

1. Approve the purchase of Compuwave computer products, services and related products under the cooperative purchase provision of County of Ventura Contract #6500, as permitted by PCC Section 20118.
2. Do not approve the purchase of Compuwave products.

RECOMMENDATION: Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services
Jane Mintz, Director, Educational Technology

Respectfully submitted,



Anthony W. Knight, Ed.D.
Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.2.b. APPROVE EQUIPMENT PURCHASE UTILIZING MEASURE C6 BOND FUNDS – SOUND EQUIPMENT FOR THE OAK PARK HIGH SCHOOL PAVILION

ACTION

ISSUE: Shall the Board approve the purchase of sound equipment for the Oak Park High School Pavilion to be funded from the Measure C6 bond fund?

BACKGROUND: At its meeting on February 21, 2012 the Board of Education approved the revised Measure C6 Phased Project Plan. In addition to the purchase of technology equipment, the revised plan authorizes the purchase of equipment to upgrade the performing arts characteristics in the Pavilion at Oak Park High School. Staff is requesting authorization to purchase sound equipment for the Oak Park High School Pavilion per the attached quotation received from L.A. Sound Company. The equipment upgrade is needed to enhance the quality of sound during the school's musical and theatrical performances.

RECOMMENDATION: 1. Authorize the use of Measure C6 bond funds for the purchase of sound equipment for the Oak Park High School Pavilion.
 2. Do not authorize the recommended use of Measure C6 bond funds.

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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



9001 CANOGA AVE
CANOGA PARK, CA 91304
818-772-9200
FAX 818-772-9977

SALES QUOTE

DATE	QUOTE #
11/23/2011	20097

BILL TO
Oak Park High School 899 North Kenan Road Oak Park, CA 91377 Phone: (818) 735-3300 <i>Tax ID:</i>

SHIP TO
SAME

P.O. NO.	TERMS	SHIP DATE	SHIP VIA
JAMES	NET 10 DAYS	11/23/2011	TRUCK

QTY	DESCRIPTION	COST	AMOUNT
1	SALE OF EQUIPMENT PAIR EV-ND- DIAPHRAGMS	508.00	508.00
1	INSTALLATION	450.00	450.00
1	TECH LABOR COST TUNE SYSTEM	350.00	350.00
1	SUB RENTAL OF EQUIPMENT	270.00	270.00
	AS PER REQUEST WE HAVE INCORPORATED THE SALES TAX AND SHIPPING INTO THE PRICE. Sales Tax	8.75%	0.00
Total			\$1,578.00

E-mail	Web Site
michele@lasoundco.com	lasoundco.com

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.2.c. APPROVE EQUIPMENT PURCHASE UTILIZING MEASURE C6
 BOND FUNDS – SCISSOR LIFT AND UTILITY TRAILER

ACTION

ISSUE: Shall the Board approve the purchase of purchase a scissor lift and utility trailer to be funded from the Measure C6 bond fund?

BACKGROUND: At its meeting on February 21, the Board of Education approved the revised Measure C6 Phased Project Plan. In addition to the purchase of technology equipment, the revised plan authorizes the purchase of equipment necessary to maintain District facilities. Staff is requesting authorization to purchase a scissor lift and utility trailer, per the attached quotation received from United Rentals. The scissor lift is needed to safely perform lighting, HVAC, and other maintenance functions in areas with high ceilings, such as the OPHS Pavilion, and in the OPHS and MCMS gymnasiums.

RECOMMENDATION: 1. Authorize the use of Measure C6 bond funds for the purchase of the specified scissor lift and utility trailer.
 2. Do not authorize the recommended use of Measure C6 bond funds.

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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #508
7755 CANOGA AVENUE
CANOGA PARK, CA 91304
818-340-5881 818-340-0035 FAX



EQUIPMENT SALE QUOTE

101405164

Customer Number : 782238
Quote Date : 2/15/12

OAK PARK UNIFIED SCHOOL DIST
5801 CONIFER ST
OAK PARK, CA 91377-1002

Office: 818-735-3211 Cell: 818-735-3211

Job Location: 5801 CONIFER ST, OAK PARK
Job Number : 1
P.O. Number : PRICE QUOTE
Ordered By : JULIE SUAREZ
Written By : UR508JG
Salesperson : 971

OAK PARK UNIFIED SCHOOL DIST
5801 E CONIFER ST
OAK PARK, CA 91377

Qty	Equipment #	Price	Amount		
1	895029 CC: 300-2515 SCISSOR 24-26FT 30-36 * Make: SKYJACK Model: SJIII3226 Serial #: 277940 Model Year: 06 HR OUT: 168.500	7600.00	7600.00		
1	9203041 CC: 920-3041 HYDR UTIL TRAILER TNDM AXLE * NEW JLG TRAILER FOR SCISSORLIFT # 4610 2011.- MAKE,JLG INDUSTRIES - MODEL 4610 SER # 0050005639	6140.59	6140.59		
SALES ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount
1	UNITED GUARD UNITED GUARD WARRANTY UM: (EA) EACH	MCI	EA	696.160	696.16
1	PICKUP PICKUP ON RENTAL CONTRACT UM: (EA) EACH	MCI	EA		N/C
4	TRAIN TRAINING SEMINAR UM: (EA) EACH 12 MONTH UNITED GUARD WARRANTY ON USED SCISSORLIFT # 895029	MCI	EA		N/C
				Sub-total:	14436.75
				Tax:	996.19
				Total:	15432.94

Customer is hereby notified that United Rentals has assigned its rights (but not its obligations) in the agreement to sell all or any of the used equipment described herein to United Rentals Exchange, LLC, a qualified intermediary, as part of a Section 1031 like-kind exchange program.

Payment in full must be received at the time of delivery/pick up.

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.2.d. APPROVE EQUIPMENT PURCHASE UTILIZING MEASURE C6
 BOND FUNDS – CAFETERIA FREEZER REPLACEMENT AT RED
 OAK ELEMENTARY SCHOOL

ACTION

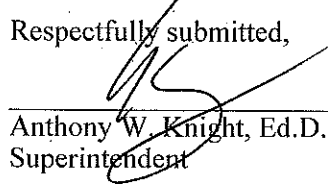
ISSUE: Shall the Board approve the purchase of replacement equipment for the cafeteria freezer at Red Oak Elementary School to be funded from the Measure C6 bond fund?

BACKGROUND: At its meeting on February 21, 2012, the Board of Education approved the revised Measure C6 Phased Project Plan. In addition to the purchase of technology equipment, the revised plan authorizes the purchase of new or replacement equipment for school cafeterias. With the failure of the twenty year old freezer in the cafeteria at Red Oak Elementary School, staff is requesting authorization to purchase replacement equipment per the attached quotation received from Delta Mechanical. The replacement equipment is needed ensure appropriate temperatures are maintained and that strict adherence to health and safety standards are met.

RECOMMENDATION: 1. Authorize the use of Measure C6 bond funds for the purchase of replacement equipment for the cafeteria freezer at Red Oak Elementary School.
 2. Do not authorize the recommended use of Measure C6 bond funds.

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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

delta mechanical

23923 Ventura Boulevard

Calabasas, Ca 91302

a division of Delta Air Conditioning Co., Inc. Lic#461153

Tel (818) 222-4602

Fax (818) 222-4657

October 26, 2011

Oak Park School District

5801 East Conifer Street

Oak Park, Ca 91377

To: Julie Suarez

Regarding: Red Oak kitchen freezer replacement

Delta Mechanical proposes the following:

- 1) Remove existing condensing unit and evaporator.
- 2) Install new Bohn t135bg thin profile cooler 230v inside the freezer mounted to the ceiling.
- 3) Install new Copeland condensing unit on the roof on existing platform with new sheet metal platform cover. Model # m4ff-0080-ia-v-020 230v.
- 4) Install low ambient control.
- 5) Install outdoor sheet metal enclosure on condensing unit.
- 6) Crane lift to put unit on the roof.
- 7) Install new refrigerant piping and controls.
- 8) Install new control conduit between units.
- 9) Install one roof flashing for piping and conduit.
- 10) Start up.

Cost \$ 8,765.00

If this meets with your approval please sign below and fax back.

Sign _____ Date _____

Note* new 230 volt circuit is required, old 115 volt circuit is not adequate. I have not looked at this yet, we may be able to use the existing conduit and install new wiring and breaker. If you are OK with the equipment price I can look in to this and quote it.

Thank you, James Bell

TO: MEMBERS, BOARD OF EDUCATION
FROM: ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.2.e. APPROVE RESOLUTION NO. 12-07, PARTICIPATION IN CSBA CALIFORNIA SCHOOL CASH RESERVE PROGRAM

ACTION

ISSUE: Shall the Board adopt Resolution No. 12-07 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 2012-13 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 25th year. In July 2011, over 130 school districts, community college districts, and county offices of education were involved in the issuance of more than \$665 million 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 \$665 million for the 2011-2012 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, MARCH 20, 2012

Resolution No.12-07, 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 2012-2013. 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. 12-07 authorizing the borrowing of funds for fiscal year 2012-2013, the sale of one or two series of 2012-2013 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. 12-07.

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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
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
NO. 12-07**

NAME OF DISTRICT: OAK PARK UNIFIED SCHOOL DISTRICT*

LOCATED IN: COUNTY OF VENTURA

MAXIMUM AMOUNT OF BORROWING: \$12,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2012-2013 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2012-2013 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, 2013 ("Fiscal Year 2012-2013") by the issuance of its 2012-2013 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

* 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).

(each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2012-2013 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 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 2012-2013 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

^{**} 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.

Year 2012-2013 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

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 2012-2013 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 2012-2013 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 "2012-2013 [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

* 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.

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 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 2012-2013 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 2012-2013 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, 2012 (or the date of adoption of this Resolution if after May 1, 2012) through June 15, 2013 (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 date of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in 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 2012, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2012, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2012, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

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

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

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes 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 such that the interest on such Series of Notes 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 2012-2013 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

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

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

shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

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

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

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall

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

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

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

Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;

- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

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

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

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

right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(H) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, 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 2012-2013 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 2012-2013 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 2012-2013, (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 2006-2007 through Fiscal Year 2010-2011, 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 2011-2012 and 2012-2013, 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, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Trust Agreement or the Indenture, as applicable.

(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

(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, 2012 (the "Fiscal Year 2011-2012") 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 2011-2012 or Fiscal Year 2012-2013 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 2012-2013.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(H) 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, 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 2012-2013 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 "2012-2013 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 or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

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

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

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

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30

days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

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

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

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

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

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

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be

deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

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

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

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

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

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

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

and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

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

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

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

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

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

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

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

(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. 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., adverse tax opinions or 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
2012-2013 [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</u> <u>Repayment Period</u>	<u>Second</u> <u>Repayment Period</u>	<u>Third</u> <u>Repayment Period</u>	<u>Fourth</u> <u>Repayment Period</u>	<u>Fifth</u> <u>Repayment Period</u>
_____% of the total of [principal] [interest] [principal and interest] due at maturity	_____% of the total of [principal] [interest] [principal and interest] due at maturity	_____% of the total of [principal] [interest] [principal and interest] due at maturity	_____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 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 2012-2013 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

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

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

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

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

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

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

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

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

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

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

[COUNTY OF VENTURA]*

[DISTRICT/

BOARD OF EDUCATION]**

By _____

Title:

[(SEAL)]

Countersigned

By _____

Title:

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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

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

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

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

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 20, 2012

SUBJECT: C.2.f. APPROVE FRIENDS OF OAK PARK SCHOOLS 2012 SUMMER PROGRAM FOR GRADES K-12

DISCUSSION/ACTION

ISSUE: To approve the continuation of the district's elementary and secondary summer school through Friends of Oak Park Schools for 2012.

BACKGROUND: Due to the fact that the funding for all hourly programs (of which summer school is the largest) is continuing to be included in the Tier III flexibility category, the district will again receive a fixed amount of funding this year for our summer school regardless of whether or not the district offers a program. This dollar amount is capped based on a calculation of funding received for hourly programs in the 2007-08 school year. In the past the district has been required to provide programs beyond the normal school year for 1) students who are not meeting standards and are at risk of retention; 2) students who are going to be retained; 3) seniors in need of credits for graduation; 4) students who need to repeat courses required for graduation; 5) eligible special education students in an extended school year setting.

For this year many districts are again considering no summer program, or a much reduced summer school that will only offer classes for seniors in need of credits for graduation. Districts are still required to run a program for their eligible special education students in an extended school year setting based on their IEP's.

Two years ago a special appeal was made to parents of students in the middle school and high school for voluntary donations to be able to run a cost-neutral summer school program and the parents responded by contributing enough money to do this without any encroachment on the district. In the past our parents have generously supplemented our reimbursement from the State through donations for summer school, and as a result our district has been able to offer an exceptional enrichment and remedial program at the elementary, middle and high school levels. However, with the State contributing less and less funding even this model is in jeopardy.

One option that many districts have moved to involves turning their summer school program over to a private non-profit educational foundation. Last year, with the board's endorsement, Oak Park did just that through Friends of Oak Park Schools Educational Foundation. The

program was very successful at both the middle and high schools, but enrollment at the elementary level was not high enough to warrant running the program.

Friends of Oak Park Schools is preparing to move forward with this year's program again and hopes to have sufficient enrollment to run all three levels of summer school. Since the Friends of Oak Park is not an accredited summer school program it was necessary for the governing board of the Oak Park Unified School District to approve a resolution that states OPUSD will accept the credits for the courses taught in the high school summer program administered by the Foundation. This resolution was approved last year and continues to be in effect until rescinded by the board.

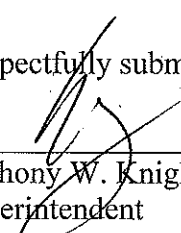
STATEMENT: Recommend that Friends of Oak Park Schools Educational Foundation proceed with organizing an elementary and secondary school program for 2012.

ALTERNATIVES:

1. Approve the recommendation for Friends of Oak Park Schools to organize and implement an elementary and secondary summer school program for 2012.
2. Do not approve the recommendation for Friends of Oak Park Schools to organize and implement an elementary and secondary summer school program for 2012.

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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.3.a. APPROVE RESOLUTION #12-08 REDUCING OR DISCONTINUING PARTICULAR KINDS OF SERVICE FOR CLASSIFIED EMPLOYEES

ACTION

ISSUE: Should the Board of Education approve Resolution #12-08 Reducing or Discontinuing Particular Kinds of Service for Classified Employees?


BACKGROUND: In considering needs for the 2012-2013 school year, it has been determined that, at this time, staffing must be reduced.

ALTERNATIVES:

1. Approve Resolution 12-08 Reducing or Discontinuing Particular Kinds of Service for Classified Employees.
2. Do not approve Resolution 12-08 Reducing or Discontinuing Particular Kinds of Service for Classified Employees.

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	
Iceland	_____	_____	_____	_____	
Laifman	_____	_____	_____	_____	
Pallant	_____	_____	_____	_____	
Rosen	_____	_____	_____	_____	
Yeoh	_____	_____	_____	_____	
Student	_____	_____	_____	_____	

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE OAK PARK UNIFIED SCHOOL DISTRICT
RESOLUTION #12-08
RESOLUTION REGARDING REDUCING OR ELIMINATING
PARTICULAR KINDS OF SERVICE FOR CLASSIFIED EMPLOYEES**

BE IT RESOLVED that the Board of Education of the Oak Park Unified School District hereby determines that the following positions be abolished or reduce for lack of work and/or lack of funds.

Eliminate three (3) 3.75- hour Instructional Aide I (Kindergarten Aide) positions

Eliminate one (1) Middle School Library/Media Technician

Eliminate three (3) Elementary School Library/Media Technician positions

BE IT FURTHER RESOLVED by the Board of Education as follows:

1. That due to lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code 45308.
2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law, and notify each such employees of any displacement rights.
3. That said layoff shall become effective on July 1, 2012, subject to negotiations to the extent required by law.
4. That the employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code Section 45298.

PASSED AND ADOPTED at a regular meeting of the Governing Board of the Oak Park Unified School District held on March 20, 2012 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President, Governing Board

I, Mary Pallant, Clerk of the Governing Board of the Oak Park Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its special meeting held on March 20, 2012.

Clerk, Governing Board

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
**SUBJECT: C.4.a. APPROVE ATTENDANCE AT CSBA CONFERENCE IN
 DECEMBER 2012 AND AT NSBA CONFERENCE IN APRIL
 2012**

Consent

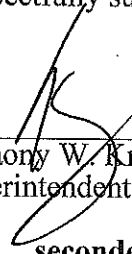
ISSUE: Shall the Board of Education approve attendance for Board President Jan Iceland to attend the CSBA Conference in December and the NSBA Conference in April in Boston?

STATEMENT: The Board is asked to approve the Board President's attendance at these two conferences. At the NSBA Conference, Ms. Iceland will be representing the District to receive an award the District has won.

ALTERNATIVES: 1. Approve attendance at CSBA Conference in December and at NSBA Conference in April
 2. Do not approve attendance at CSBA Conference in December and at NSBA Conference in April

RECOMMENDATION: At the Board's discretion

Respectfully submitted,



 Anthony W. Knight, Ed.D.
 Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 20, 2012
SUBJECT: C.4.b. APPROVE ATTENDANCE AT CSBA CONFERENCE IN
AND AT NSBA CONFERENCE

Consent

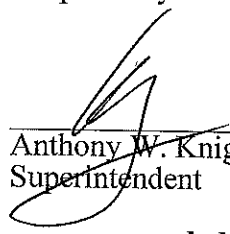
ISSUE: Shall the Board of Education approve attendance for the Board, to attend the CSBA Conference every other year and the NSBA Conference when on West Coast budget permitting?

STATEMENT: The Board is asked to approve attendance at these two conferences.

ALTERNATIVES: 1. Approve attendance at CSBA Conference and at NSBA Conference for the Board, budget permitting
2. Do not approve attendance at CSBA Conference and at NSBA Conference for the Board, budget permitting

RECOMMENDATION: At the Board's discretion

Respectfully submitted,


Anthony W. Knight, Ed.D.
Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Member	_____	_____	_____	_____