

OAK PARK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA #834

DATE: February 15, 2011

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

TIME: 5:00 p.m. Closed Session
6:00 p.m. Open Session
District of Choice Lottery – Oak Park High School Pavilion
6:30 p.m. Continued 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

Barbara Laifman, President

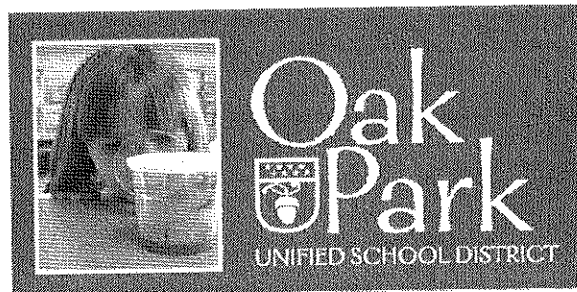
Jan Iceland, Vice President

Dr. Marie Panec, Clerk

Mary Pallant, Member

Allen Rosen, Member

Briana Mackey, Student Board Representative



EDUCATING TOMORROW'S LEADERS

ADMINISTRATION

Dr. Anthony W. Knight, Superintendent

Linda Sheridan, Executive Assistant

Martin Klauss, Assistant Superintendent, Business & Administrative Services

Dr. Leslie Heilbron, Assistant Superintendent, Human Resources

Cliff Moore, Consultant

Jane Mintz, Director, Educational Technology

Susan Roberts, Director, Pupil Services

COPY OF ENTIRE AGENDA ON WEB SITE
WWW.OAKPARKUSD.ORG

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, March 15, 2011

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

Oak Park High School, Presentation Room, G9

AGENDA IS POSTED AT THE FOLLOWING LOCATIONS IN OAK PARK:

District Office, 5801 East Conifer St.

Brookside Elementary School, 165 N. Satinwood Ave.

Oak Hills Elementary School, 1010 N. Kanan Rd.

Red Oak Elementary School, 4857 Rockfield St.

Medea Creek Middle School, 1002 Double Tree Rd

Oak Park High School, 899 N. Kanan Rd.

Oak View High School, 5701 East Conifer St

Oak Park Library, 899 N. Kanan Rd.

Internet Home Page: www.oakparkusd.org

OAK PARK UNIFIED SCHOOL DISTRICT
AGENDA – REGULAR BOARD MEETING #834
February 15, 2011

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

CLOSED SESSION: 5:00 p.m.

RECONVENE OPEN SESSION: 6:00 p.m.

DISTRICT OF CHOICE LOTTERY: 6:00 p.m. – Oak Park High School Pavilion

CONTINUE OPEN SESSION G-9 IMMEDIATELY FOLLOWING LOTTERY

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 immediately following Lottery

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:

C. CONFERENCE WITH LABOR NEGOTIATORS:

Agency designated representatives: Leslie Heilbron and Martin Klauss

Employee organizations: Oak Park Teachers Association and Oak Park Classified Association

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

A. ROLL CALL

B. FLAG SALUTE

C. REPORT OF CLOSED SESSION ACTIONS TAKEN

D. ADOPTION OF AGENDA

V. DISTRICT OF CHOICE LOTTERY – Oak Park High School Pavilion

1

RECONVENE IN G-9 IMMEDIATELY FOLLOWING LOTTERY

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

VII. OPEN COMMUNICATIONS/PRESENTATIONS

A. BOARD REPORTS/DISCUSSION/COMMUNICATIONS

1. Partners In Education Award – Doug Orens
2. Remarks from Board Members
3. Remarks from Student Board Representative
4. Remarks from Superintendent
5. Report from School Site Councils

1. Budget Update 2
2. API Similar School Ranking
3. Oak Park High School Artificial Turf Concept

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 Special Board Meeting January 12, 2011 and Regular Board Meeting January 18, 2011
- b. Public Employee/Employment Changes 01CL21535-01CL21548 & 01CE05070-01CE05098 3
- c. Approve Purchase Orders – January 1 - January 31, 2010 5
Board Policy 3300 requires Board approval of Purchase Orders
- d. Approve Overnight Trip for Oak Park High School Boys' Volleyball Team – March 11-12, 2011 9
Board Policy 6153 requires Board approval for student overnight trips
- e. Approve Expulsion of Student In Disciplinary Case #02-10/11 10
Education Code requires Board approval for Student Expulsion
- f. Approve Student Teaching Agreement with Loyola Marymount University – February 12, 2011 to June 30, 2014 11
Board Policy 3312 requires Board approval for contracts for services.
- g. Approve Overnight Trip for Oak Park High School Winter Sport Teams Who Qualify for CIF Play-Offs 14
Board Policy 6153 requires Board approval for student overnight trips

ACTION

2. BUSINESS SERVICES

- a. Approve Notice of Completion, Bid #10-04R, Door Lock Replacement at all District School Sites 15
Board approval required for job completion
- b. Approve Change Order #2, Project 10-5R, New HVAC at Oak Park High School Gym 19
Board approval required for change orders
- c. Approve Award of Bid #10-01R-A, #10-01R-B, #10-01R-C for New Fire Alarm Systems at all District Sites 23
Board approval required for agreements
- d. Approve Annual Audit Reports for Fiscal Year 2009-2010 for Bond Measures 25
Education Code 41020 and Board Policy 3460 requires the Board to approve the annual audit report of the district's financial records
- e. Approve Resolution #11-05, Participation in CSBA California School Cash Reserve Program for Fiscal Year 2011-2012 27
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

3. CURRICULUM

- a. **Approve District Instructional Calendar for School Year 2011-2012 and 2012-2013** 75
Board Policy 6111 requires Board approval of School Year Calendar upon recommendation from Superintendent after development with the Calendar Committee
- b. **Approve 2010-2011 Single Plans** 79
Board Policy 0420 requires Board approval for Single Plans for Student Achievement which are developed at the school site in conjunction with School Site Councils

4. PUPIL SERVICES

- a. **Approve Contract for Services for Non-Public School for Special Education Student #11-10/11 - \$35,507.75** 81
Board Policy 3312 requires Board approval for contracts for services.

5. HUMAN RESOURCES

- a. **Approve Resolution #11-03 Non-Reelecting Temporary Certificated Employees #1-13** 85
Board approval required for non-re-election of temporary certificated employees
- b. **Approve Resolution #11-04 Non-Relection of Probationary Employee**

6. BOARD

- a. **Approve 2011 CSBA Delegate Assembly Election of Candidates** 89
CSBA Region/Subregion 11B requests the Board vote on two open seats to the Delegate Assembly from the two candidates submitted

7. BOARD POLICIES

- a. **Approve Amendment of Board Policy 4020 – Drug and Alcohol-Free Workplace – First Reading** 95
This mandated policy is revised to reflect language prohibiting an employee from being under the influence of alcohol or a controlled substance while on duty and defining “on duty”.
- b. **Approve Amendment of Board Policy 5141.21 – Administering Medication and Monitoring Health Conditions – First Reading** 99
Policy revised to reflect new law AB 1069 which provides that students may now be assisted to take medication, during the school day, medication ordered by a physician assistant as well as to take medication by a physician.
- c. **Approve Amendment of Board Policy 5141.3 – Health Examinations – First Reading** 103
Mandated policy updated to (1) clarify examinations required at school entry, (2) reflect new law (SB 1069 which allows a physician assistant to conduct a medical examination for the purpose of providing medical clearance for a student’s participation in an interscholastic athletic program, and (3) delete a report to the Board on the number of students with physical problems.
- d. **Approve Amendment of Board Policy 5141.31 – Immunizations – First Reading** 107
Policy updated to (1) clarify the circumstances under which students must submit immunization records, (2) clarify options for requiring immunization records at registration, and (3) reflect new law AB 1937 which expands the types of health professionals who may give immunizations under specified conditions.
- e. **Approve Amendment of Board Policy 9323 – Meeting Conduct – First Reading** 111
Policy revised to extend Board Meetings to 10:30 p.m. instead of 10:00 p.m. without making motions.

VIII. INFORMATION ITEMS

IX. OPEN DISCUSSION

X. ADJOURNMENT:

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

SCHOOL REPORTS/SCHOOL SITE COUNCIL REPORTS

1. Brookside Elementary School Report	117
2. Oak Hills Elementary School Report	118
3. Red Oak Elementary School Report	119
4. Medea Creek Middle School Report	120
5. Oak Park High School Report	121
6. Oak View High School/Oak Park Independent School	122
7. Oak Park Neighborhood School	123

MINUTES OF SPECIAL CLOSED SESSION AND BOARD MEETING 1-12-11
BOARD OF EDUCATION
CALL TO ORDER/MEETING PLACE

#832

The Board of Education President, Ms. Barbara Laifman, called the special board meeting to order at 7:28 p.m. at Oak Park Unified School District, 5801 E. Conifer Street, Conference Room, Oak Park, CA.

BOARD PRESENT

Ms. Barbara Laifman, President, Ms. Jan Iceland, Vice President, Dr. Marie Panec, Clerk, Ms. Mary Pallant, Member, and Mr. Allen Rosen, Member by phone.

STAFF PRESENT

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

PUBLIC COMMENTS

None

PLEDGE OF ALLEGIANCE

Barbara Laifman led the Pledge of Allegiance to the Flay

The Board reviewed the questions and chose who would ask each question.

The Board interviewed the following seven candidates for the Citizens Oversight Committee: Jason Wilburn, Carl Belichesky, Ed Kaz, Daniel Perini, Sal Portaro, Melody Rafelson and Amber Rodriguez.

There being no further business before this Board, the meeting is declared adjourned at 5:05 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

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

1-18-11

#833

CALL TO ORDER/MEETING PLACE

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

BOARD PRESENT

Ms. Barbara Laifman, President, Ms. Jan Iceland, Vice President, Dr. Marie Panec, Clerk, Ms. Mary Pallant, Member and Mr. Allen Rosen, 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, Barbara Laifman, reconvened the regular meeting to order at 6:15 p.m. in the Oak Park High School, Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Ms. Barbara Laifman, President, Ms. Jan Iceland, Vice President, Dr. Marie Panec, Clerk, Ms. Mary Pallant, Member, Mr. Allen Rosen, Member and Brianna Mackay, Student Board Rep

STAFF PRESENT

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

FLAG SALUTE

Tom Wulf led the Pledge of Allegiance to the Flag

ADOPTION OF AGENDA

On motion of Jan Iceland, seconded by Marie Panec, the Board of Education adopted the agenda except to move C.1.a and C.1.d to Action just before C.2.a. Motion carried 5-0.

PUBLIC SPEAKERS

None

PRESENTATION

Dr. Knight presented Peter Kristensen and Tom Wulf with Partner in Education (PIE) volunteer awards for their dedicated service on the Facilities Committee and with bond measure election committees.

REPORT FROM BOARD MEMBERS

Board Member Allen Rosen reported he attended the Medea Creek Middle School Band Concert and Oak Park High School Choral concert and he was amazed at how well the Medea Creek band performed and the Oak Park High choral performance was phenomenal. He also attended the *Bye Bye Birdie* performance at the High School was commended Heidi and Allen for their incredible work with the students. Board Member Mary Pallant attended the screening of the movie *Race to Nowhere* and applauded Kevin for bringing this to the community and hoped to continue the dialogue this movie

created. Board Member Marie Panec reported she also attended the High School choral performance which was phenomenal. It is important that the community know that the Board values these programs in our schools. Dr. Panec shared that she is a member of the Community Committee of Ventura County where they brainstorm issues for kids and families and create opportunities to support schools. Board Member Jan Iceland wanted to thank the new Board Members for taking bagels to the schools before winter break and also thanked Barbara for hosting the lunch at her home just before winter break. Ms. Iceland felt it was important that all Board Members attend this month's Ventura County School Boards Association Dinner Meeting. She attended the Curriculum Council meeting and the Technology Committee meeting. Board Member Barbara Laifman reported she attended the Oak Park Neighborhood School winter show which was heartwarming. She also attended the Oak Park High School Acceptance Week Award Ceremony, the EEAC Committee meeting, Oak Hills Elementary School Giving Tree field trip to the Oaks Mall, the Friends of Oak Park Schools meeting, the *Race to Nowhere* screening, DELAC meeting, Wellness Council, and Medea Creek 8th Grade Someone Like Me meeting.

REPORT FROM STUDENT REPRESENTATIVE

Briana Mackay reported that the Acceptance Week went very well. She heard that *Bye Bye Birdie* was amazing, but she attended a Leadership Weekend so she did not attend the play herself.

REPORT FROM SUPERINTENDENT

Dr. Knight reported he wanted to express his appreciation to the Oak Park High School PFC for screening *Race to Nowhere* and looks forward to further discussion on this topic at all levels. The District is busy planning the Week of Whales set for late February in conjunction with Friends of Oak Park Schools, Science Specialist Debby West and a group of student he has been working with on whale issues over the past two years. The week will start off with a family whale watching charter on Saturday, February 26.

School Site Council Reports

Medea Creek Middle School – Maria Stermer reported the School Site Council approved their Single Plan. Promotion is planned for June 15 at the T.O. Civic Arts Plaza.

Oak Park High School – Harold Gordon reported 140 students plus the band participated in *Bye Bye Birdie* this past weekend and they are beginning try out for the next production, *Damn Yankees*, this week. The School Site Council received an update on facility projects, dealing with recent arson and the move toward security cameras, the screening of *Race to Nowhere* and the opportunities for additional forums to continue the discussion this film generated, the Code of Ethics revision, and the revision of the Single Plan.

Oak View High School – Julie Gage reported the School Site Council approved the Single Plan and reviewed and approved the budget. Thursday, April 13 will be the Family Picnic.

Oak Park Independent School – Terilynn Medrano reported the School Site Council discussed fundraising projects, reviewed letter to prospective parents, reviewed the single plan and budget, discussed an Open Scholarship and on-line courses. April 14 will be the Open House.

Oak Park Neighborhood School – Suzanne Coie reported the school will hold it's Winter Carnival on January 22 from 10 a.m. to 2:00 p.m. and hope to raise \$15,000.

Report from Facilities Planning Committee

Tom Wulf updated the Board on completed and ongoing projects throughout the District. They plan to have a report in February of the money spent to date and anticipated money to be spent through the rest of 2011 so that we can see how much of the bond money we have left.

DISCUSSION ITEMS

- a. Update on Closeout of District Construction and Repair Projects – Keith Henderson reported to the Board on the effort to get closeout on various open Department of State Architect (DSA) certification applications from past construction projects
- b. Update on Governor's Budget – Martin Klauss reported on the two scenarios that will face the District based on Governors Brown's proposed budget. He will bring further details to the February meeting.

C.1. CONSENT AGENDA

On motion of Jan Iceland, seconded by Allen Rosen, the Board of Education approved the Consent Agenda. Motion carried 5-0.

- b. Public Employee/Employment Changes 01CL21525-01CL21533 & 01CE05045-01CE05069
- c. Approve Purchase Orders – November 20 - December 31, 2010
- e. Approve First Period (P-1) Attendance Report

C.1.a. Approve Minutes of Regular Board Meeting December 7, 2010

On motion of Marie Panec, seconded by Jan Iceland, the Board of Education approved the Minutes of the Regular Board Meeting December 7, 2010 with two changes. Motion carried 5-0.

C.1.d. Approve Overnight Trip for Medea Creek Middle School 8th Grade Astrocamp – February 14-16, 2011

On motion of Marie Panec, seconded by Jan Iceland, the Board of Education approved the overnight trip for Medea Creek Middle School 8th Grade Astrocamp – February 14-16, 2011. Motion carried 5-0.

ACTION

2. BUSINESS SERVICES

a. Approve Appointment of Four Candidates to the Citizens Oversight Committee

On motion of Jan Iceland, seconded by Marie Panec, the Board of Education approved the appointment of Jason Wilburn, Carl Belichesky, Daniel Perini and Melody Rafelson to the Citizens Oversight Committee. Motion carried 5-0.

b. Approve Annual Audit Report for Fiscal Year 2009-2010

On motion of Jan Iceland, seconded by Allen Rosen, the Board of Education approved the Annual Audit Report for Fiscal Year 2009-2010 with corrections to the Board of Education page and legal page. Motion carried 5-0.

c. Approve Change Order #1, Project 10-05R, New HVAC in Oak Park High School Gymnasium

On motion of Jan Iceland, seconded by Marie Panec, the Board of Education approved Change Order #1, Project 10-05R, New HVAC in Oak Park High School Gymnasium. Motion carried 5-0.

d. Approve Resolution #11-02, Participation in CSBA California School Mid-Year Cash Reserve Program

On motion of Marie Panec, seconded by Jan Iceland, the Board of Education approved Resolution #11-02, Participation in CSBA, California School Mid-Year Cash Reserve Program. Motion carried 5-0.

e. Approve Budget Adoption Calendar for Fiscal Year 2010-2011

On motion of Jan Iceland, seconded by Marie Panec, the Board of Education approved the Budget Adoption Calendar for Fiscal Year 2010-2011. Motion carried 5-0.

f. Approve Donations

On motion of Marie Panec, seconded by Allen Rosen, the Board of Education approved the acceptance of Donations. Motion carried 5-0.

3. PUPIL SERVICES

a. Approve Resolution #11-01 In Support of Full Funding of County Mental Health Services for Students with Disabilities

On motion of Marie Panec, seconded by Allen Rosen, the Board of Education approved Resolution #11-01 In Support of Full Funding of County Mental Health Services for Students with Disabilities with additional WHEREAS sentence. Motion carried 5-0.

4. CURRICULUM

a. Approve Modification to District's Enrollment Cap

On motion of Marie Panec, seconded by Jan Iceland, the Board of Education approved taking OPIS and Oak View High School out of the total percentage of District of Choice students. Motion carried 4 Aye: Laifman, Iceland, Panec, Rosen 1 No: Pallant

On motion of Mary Pallant, seconded by Barbara Laifman, the Board of Education approved taking students of staff out of District of Choice students. Motion carried: 3 Aye: Laifman, Pallant, Rosen 1 No: Iceland 1 Abstain: Panec

On motion of Allen Rosen, seconded by Mary Pallant, the Board of Education approved modifying the 2011-2012 enrollment cap to 4,105 students excluding OPIS and OVHS students. Motion carried 3 Aye: Laifman, Pallant, Rosen 2 No: Iceland, Panec

b. Approve Revision of Oak Park High School Code of Conduct

On motion of Jan Iceland, seconded by Mary Pallant, the Board of Education approved the revision to the Oak Park High School Code of Conduct with one revision. Motion carried 5-0.

On motion of Jan Iceland, seconded by Mary Pallant, the Board of Education approved continuing the meeting for another 15 minutes to 10:20 p.m. Motion carried 5-0.

c. Approve 2009-2010 School Accountability Report Cards

On motion of Mary Pallant, seconded by Jan Iceland, the Board of Education approved the 2009-2010 School Accountability Report Cards. Motion carried 5-0.

d. Approve Oak Park Unified School District Summer Program for 2011

On motion of Jan Iceland, seconded by Allan Rosen, the Board of Education approved the Oak Park Unified School District Summer Program for 2011 for grades 6-12 with goal of adding elementary remedial classes for 2011. Motion carried 5-0.

e. Approve Consolidated Programs Applications Part II – 2010-2011

On motion of Marie Panec, seconded by Mary Pallant, the Board of Education approved the Consolidated Programs Applications Part II – 2010-2011. Motion carried 5-0.

5. HUMAN RESOURCES

a. Public Disclosure and Approval of Collective Bargaining Agreement between the District and the Oak Park Classified Association

On motion of Marie Panec, seconded by Jan Iceland, the Board of Education approved the Collective Bargaining Agreement between the District and the Oak Park Classified Association. Motion carried 5-0.

On motion of Marie Panec, seconded by Jan Iceland, the Board of Education approved tabling the Board Policies to the February meeting. Motion carried 5-0

OPEN DISCUSSION

- a. Board Retreat/Goal Setting – Ms. Sheridan will e-mail Board with dates and times for Board to choose a date to conduct a Board Retreat.
- b. Board will need to choose an alternate MAC rep – Mary Pallant agreed to step in.
- c. Discussion was held on whether to change start time of February Board Meeting to accommodate conducting a lottery for District of Choice applicants. It was agreed to leave start times the same.

There being no further business before this Board, the meeting is declared adjourned at 10:28 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: FEBRUARY 15, 2011

RE: V. APPROVE THE LOTTERY PROCESS FOR DISTRICT OF CHOICE ADMISSION INTO OAK PARK UNIFIED FOR 2011-12

ACTION

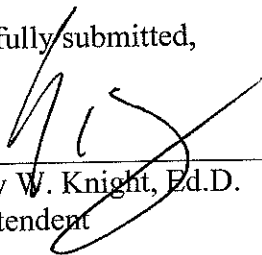
ISSUE: Shall the Board of Education approve the random lottery process by which District of Choice applicants will be accepted for enrollment into the Oak Park Unified School District for school year 2011-12?

BACKGROUND: The State Legislature passed, and the Governor approved, Senate Bill 680 in October, 2009 extending the Education Code provisions authorizing a school district to designate itself as a district of choice. The provisions of SB 680 are reflected in the revisions to Education Code 48300 *et seq* and are authorized through the year 2017. Oak Park Unified has participated in the District of Choice Program since 2004 and, by law, must hold a random lottery process to admit new District of Choice applicants if the number of children requesting to enroll exceeds the number of available places. The attached documentation outlines the DOC lottery procedures for admitting new students into Oak Park for 2011-12.

ALTERNATIVES: 1. Approve the District of Choice Lottery Process
2. Do not approve the District of Choice Lottery Process.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: FEBRUARY 15, 2011

**SUBJECT: 1. BUDGET UPDATE – PRELIMINARY DISCUSSION OF THE
DISTRICT'S 2011-12 BUDGET**

DISCUSSION/INFORMATION

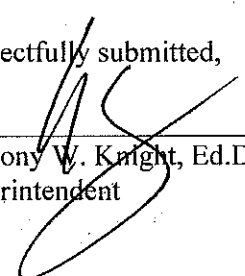
ISSUE: Shall the Board receive and discuss preliminary information pertaining to the Governor's January budget proposal and its potential impact for the OPUSD 2011-12 budget?

BACKGROUND: On January 10, 2011, Governor Brown unveiled his budget proposal to deal with the State's continuing fiscal crisis for the 2011-12 budget year. At its meeting on January 18, 2011, the Board received the staff's initial overview of the major components of the Governor's proposal. At this evening's meeting, Business Services staff will share its preliminary assessment of the impact of the Governor's proposal on the District's 2011-12 budget.

ALTERNATIVES: None. Information only.

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

Respectfully submitted,



Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, Superintendent

DATE: FEBRUARY 15, 2011

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 Source	Site/Grade
01CE05070	Rebecca Pasternak	Temp School Psy	1/28 - 6/17/2011	General	DO

AUTHORIZATION TO PAY STIPEND

Number	Name	Assignment	Effective	Fund	Amount	Site
01CE05071	Kathy Mosley	BTSA Coordinator	2010-2011	General	3500.00	DO
01CE05072	Kim Johnson	BTSA Support Provider	2010-2011	General	1500.00	MCMS
01CE05073	Al Calce	BTSA Support Provider	2010-2011	General	1500.00	MCMS
01CE05074	Kim Hoerman	BTSA Support Provider	2010-2011	General	1500.00	MCMS
01CE05075	Barbie Lee	BTSA Support Provider	2010-2011	General	1500.00	BES
01CE05076	Amy Friedlander	BTSA Support Provider	2010-2011	General	1500.00	MCMS
01CE05077	Nina Johnson	BTSA Support Provider	2010-2011	General	1500.00	ROES
01CE05078	Barb Jones	BTSA Support Provider	2010-2011	General	1500.00	ROES
01CE05079	Pennie Sullivan	BTSA Support Provider	2010-2011	General	1500.00	ROES
01CE05080	Nora Fels	BTSA Support Provider	2010-2011	General	1500.00	OPHS
01CE05081	Linda Niebergall	BTSA Support Provider	2010-2011	General	750.00	OPHS
01CE05082	Kathy Mosley	BTSA Support Provider	2010-2011	General	1500.00	MCMS
01CE05083	Rob Hall	Dept. Chair	2010-2011	General	1008.00	OPHS
01CE05084	Erik Amerikaner	Web Master	2010-2011	General	1346.00	OPHS
01CE05085	Dick Billingsley	Nutrition Supervisor	2010-2011	General	450.00	OPHS
01CE05086	Aaron Shaw	Nutrition Supervisor	2010-2011	General	450.00	OPHS
01CE05087	Randy McLelland	Web Master	2010-2011	General	450.00	OPHS
01CE05088	Kathy Bowman	Dept. Chair	2010-2011	General	1345.00	OPHS
01CE05089	Gerri Langley	Dept. Chair	2010-2011	General	1345.00	OPHS
01CE05090	Linda Niebergall	Dept. Chair	2010-2011	General	1345.00	OPHS
01CE05091	Ann Pettit	Dept. Chair	2010-2011	General	1345.00	OPHS
01CE05092	Mike Bolyog	Dept. Chair	2010-2011	General	1345.00	OPHS
01CE05093	Dave Nelson	Dept. Chair	2010-2011	General	1345.00	OPHS
01CE05094	Patti Pawloski	Dept. Chair	2010-2011	General	1345.00	OPHS

IN-SERVICE CHANGE

Number	Name	Change	Effective	Fund	Site
01CE05095	Jennifer Aaronson	Maternity Leave	3/3-5/30/2011	General	OHES
01CE05096	Carol Bailey	Medical Leave	1/10-1/24/2011	General	MCMS
01CE05097	Kristin Nave	Maternity Leave	1/28 - 6/17/2011	General	DO
01CE05098	Jennifer Golden	Increase .8 to 1.0	1/28-6/17/2011	General	DO

SEPARATION

Number	Name	Position	Separation	Effective Date	Site
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Prepared by:
Leslie Heilbron, Ed.D.
Assistant Superintendent, HR

Respectfully Submitted,

Anthony W. Knight, Ed.D.
Superintendent

MEMBERS, BOARD OF EDUCATION

ANTHONY W. KNIGHT, SUPERINTENDENT

FEBRUARY 15, 2011

.b APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY
THE SUPERINTENDENT

CONSENT

Approval/ratification of classified personnel actions.

TO HIRE					
Name	Position	Salary	Fund	Start Date	Site
Jim Woods	Campus Supervisor Sub	\$14.56	General	1/10/11	OPHS
Elly Shaver	Food Services Sub	\$11.90	FS	1/18/11	DO
Elly Shaver	Campus Supervisor Sub	\$14.56	General	1/18/11	DO
Debra Field	Instructional Assistant II	\$14.46	Spec. Ed.	1/31/11	BES
Katalie Willis	Instructional Assistant II Sub	\$14.46	Spec. Ed.	1/31/11	DO
Arna Bergman	Campus Supervisor Sub	\$14.56	General	1/18/11	DO

TO PAY STIPEND					
Name	Assignment	Effective	Fund	Amount	Site
Trin Somers	Girl's JV Basketball Coach	11/22/10-2/11/11	ATH	\$1530.00	OPHS
enny Golub	Girls Var. Basketball Coach	11/22/10-2/11/11	ATH	\$2552.00	OPHS
lio Ramirez	Girls Soccer JV Coach	11/22/10-2/11/11	ATH	\$1782.00	OPHS
ryn Klamecki	Girls Soccer Asst. Coach	11/22/10-2/11/11	ASB	\$500.00	OPHS
onn James	Girls Soccer Asst. Coach	11/22/10-2/11/11	ASB	\$1200.00	OPHS
Mark Zeolla	Girls Soccer Var. Coach	11/22/10-2/11/11	ATH	\$2430.00	OPHS

CHANGE			
Name	Change	Effective Date	Site
Laura Almada	Tech Assistant to Tech Dept. Assistant	1/1/11	DO
Sheri Zamani	Out of class assignment to Cafeteria Mgr.	1/25/11	MCMS

Name	Position	Separation Type	Effective Date	Site
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Respectfully Submitted,

Assistant Superintendent /Human Resources

Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: FEBRUARY 15, 2011
SUBJECT: C.1.c --APPROVE PURCHASE ORDERS - JANUARY 1 - 31, 2011 CONSENT

ISSUE: Shall the Board approve the attached purchase orders issued January 1, 2011 through January 31, 2011?

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.

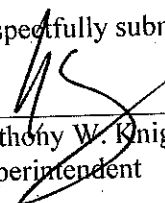
ALTERNATIVES:

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

ReqPay11c

Board Report with Fund

Includes 01/01/2011 - 01/31/2011

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B11-00182	Carolyn Rodriguez	Health Services Nurse District Wide 2010-11	Pupil Services/Special Ed.	010	3,200.00
B11-00183	At & T CALNET2	Blanket purchase order telephone charges	Red Oak Elementary School	010	2,500.00
B11-00184	National Deaf Academy, LLC	2010/2011 National Deaf Academy	Pupil Services/Special Ed.	010	51,400.00
B11-00185	Kelly Architects	Architectural Services for OPHS 2 story build	Business Administration	213	6,000.00
P11-00333	Southwinds Transportation	buses for fourth grade field trips	Oak Hills Elementary School	010	901.20
P11-00334	Document Systems	Ricoh color copies	Red Oak Elementary School	010	46.52
P11-00335	At & T CALNET2	Open PO for Telephone Charges	Medea Creek Middle School	010	4,000.00
P11-00336	Durham Transportation	DON: R/T BUS DISNEY, LAB BAND FLTRP 1/28/11	Medea Creek Middle School	010	714.19
P11-00337	At & T CALNET2	Telephone/operations	Oak Park High School	010	5,000.00
P11-00338	Ventura County office of Education	VPSS Math training - G. Gamboa	Human Resources	010	200.00
P11-00339	Conejo Rental Center	CAHSEE Testing Tables Rentals OPHS	Curriculum	010	470.94
P11-00340	Ventura County office of Education	10/11 Escape Finance/Proll/Persnl	Accounting & Payroll	010	38,774.80
P11-00341	Ventura County office of Education	2010-2011 Annual Contract Courier Service VCFast	Accounting & Payroll	010	3,269.00
P11-00342	Precision Plumbing	Repairs to 4" Water Main OVHS Parking Lot 10-16R	Business Administration	213	2,560.00
P11-00343	Rosetta Stone Language Learning	Teacher Material for Rosetta Stone	Oak View High School	010	354.75
P11-00344	Town & Country Printing	Office supplies	Red Oak Elementary School	010	96.47
P11-00345	Mission Santa Barbara	Parent funded field trip	Red Oak Elementary School	010	288.00
P11-00346	Jerry Jordahl's Flooring	Portables Proj # 10-08R Labor Installation Carpet	Business Administration	213	724.00
P11-00347	Midevil Times	Field Trip - Midevil Times	Home Independent Study Program	010	675.50
P11-00348	Accrediting Commission For Schools/Wasc	WASC Banner	Home Independent Study Program	010	41.39
P11-00349	Traci Wilson	ASB/oth operating	Oak Park High School	010	575.00
P11-00350	Coach Usa-Los Angeles	DON: R/T MCMS-Astro Camp 2/14-2/16/11	Medea Creek Middle School	010	5,498.02
P11-00351	Kelvin L.P.	PFA: Solar Cars 6th Gr - Debby West	Medea Creek Middle School	010	1,170.68
P11-00352	Uline	PFA: 3 picnic tables for E-bldg outside area	Medea Creek Middle School	010	2,351.45
P11-00353	RISO, INC.	Riso; periodic service contract charges	Red Oak Elementary School	010	1,000.00
P11-00354	Document Systems	Ricoh color copies	Red Oak Elementary School	010	24.01

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 01/01/2011 - 01/31/2011					
PO Number	Vendor Name	Description	Location	Fund	Account Amount
P11-00355	California Consortium For Independent Study	CCIS Membership/Conference	Home Independent Study Program	010	380.00
P11-00356	Riso, Inc.	Riso ink for copier	Red Oak Elementary School	010	63.87
P11-00357	Riso, Inc.	Riso ink for copier	Red Oak Elementary School	010	287.40
P11-00358	City Of Thousand Oaks	DON: Venue for Culmination 6/2011	Medea Creek Middle School	010	6,010.00
P11-00359	Bruce Wilkoff	Peer Counseling/ASB/oth oper exp	Oak Park High School	010	1,000.00
P11-00360	Sargent-Welch	Donation/Science/mat & supp	Oak Park High School	010	812.23
P11-00361	Science Kit & Boreal Lab.	Donation/Science/mat & supp	Oak Park High School	010	619.77
P11-00362	iParadigms, LLC.	Donation/English/oth exp	Oak Park High School	010	2,070.00
P11-00363	GW Environmental Consulting Co	emergency work OHES water damage Re: Mold	Business Administration	010	1,200.00
P11-00364	At & T CALNET2	Telephones - Open PO	Oak View High School	010	1,000.00
P11-00365	At & T CALNET2	Telephones - Open PO	Home Independent Study Program	010	950.00
P11-00366	Kelly Cleaning & Supplies	Vacuum Cleaner Damaged - wiring incorrect Tek-up	Business Administration	213	589.97
P11-00367	Thousand Oaks Electric	Install new circuit in Book Rm MCMS	Business Administration	010	500.00
P11-00368	David Kelly dba D.J. Kelly Ent	Emergency repairs - OHES water damage	Business Administration	010	997.00
P11-00369	Environmental Heating And A/C	Recharge & Repair of AC Units BES	Business Administration	010	1,447.68
P11-00370	Science Kit & Boreal Lab.	PFA: Incubator for Science	Medea Creek Middle School	010	418.93
P11-00371	Southwinds Transportation	buses for fourth grade field trip	Oak Hills Elementary School	010	781.20
P11-00372	CITY OF VENTURA COMM SVCS DEPT INTERPRETIVE OUTREACH PROGRAMS	Fourth Grade Field trip	Oak Hills Elementary School	010	200.00
P11-00373	School Innovations & Advocacy	2010/11 Site Service Plan 2nd Semi Annual Payment	Business Administration	010	7,200.00
P11-00374	School Innovations & Advocacy	2010/11 Mandate Claim Consulting Annual Payment	Business Administration	010	7,000.00
P11-00375	Conejo Uni Sch Dist	Summer Session 2010 Learning Center	Business Administration	010	2,400.00
P11-00376	At & T CALNET2	landline telephone bill	Oak Hills Elementary School	010	2,300.00
P11-00377	VCOE 941	Michael Fullan Workshop 2/16/11 - Derek Ihori	Pupil Services/Special Ed.	010	25.00
P11-00378	VENTURA COUNTY STAR	Legal advertisement for Bids R10-01 Fire Alarms	Business Administration	213	2,749.68
P11-00379	Dale Scott & Company	G.O. Bond Continuing Disclosure Report 2000	Business Administration	213	3,518.47
T11-00042	California Western Visuals	Unifi Proj-Out of Warranty UF65 replacements	Technology Coordinator	212	6,067.16

ESCAPE ONLINE

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.

ReqPay11c

Board Report with Fund

Includes 01/01/2011 - 01/31/2011

PO Number	Vendor Name	Description	Location	Fund	Account Amount
			Total	52	182,424.28

Fund Summary

Fund	Description	PO Count	Amount
010	General Fund	45	160,215.00
212	Measure C6 Technology Bond Fun	1	6,067.16
213	Measure R FACILITIES Bond Fund	6	16,142.12
Total		52	182,424.28

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: FEBRUARY 15, 2011
SUBJECT: C.1.d APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL BOYS' VOLLEYBALL TEAM – MARCH 11-12, 2011
CONSENT

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

BACKGROUND: Principal, Kevin Buchanan, requests approval for this overnight trip scheduled for March 11-12th at Poway High School in San Diego, CA. The 13 athletes, team coach and four parent volunteers will travel by district approved drivers in private vehicles. Team and chaperones will stay at Hilton Garden in San Diego. The cost will be approximately \$75 per student to cover the cost of transportation, meals, and lodging. 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.

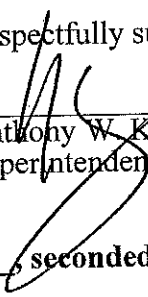
ALTERNATIVES: 1. Approve overnight trip as presented.
 2. Do not approve overnight trip as presented.

RECOMMENDATION: Alternative #1.

Prepared by: Geri Sterling
 Certified by: Kevin Buchanan

1/14/11

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 Member	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: FEBRUARY 15, 2011
SUBJECT: C.1.e APPROVE EXPULSION OF STUDENT IN DISCIPLINARY CASE #02-10/11

Consent

ISSUE: Should the Board of Education expel student in Disciplinary Case #02-10/11

BACKGROUND: On January 11, 2011, an Oak Park High School student was in violation of Education Codes 48900(g), (k), (l) stole or attempted to steal school or private property, disrupted school activities or willfully defied valid authority, and knowingly received stolen school property or private property. As required by Education Code 48915, the principal has recommended expulsion of this student.

A meeting was held with the student's parents on January 24, 2011 to review the incident, the suspension, and the recommendation for expulsion. After careful consideration, the parents agreed to a Stipulated Suspended Expulsion.

- ALTERNATIVES:**
1. Approve Stipulated Suspended Expulsion of student in Disciplinary Case #02-10/11 from the Oak Park Unified School District.
 2. Do not approve Stipulation Suspended Expulsion student in Disciplinary Case #02-10/11.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: FEBRUARY 15, 2011

**SUBJECT: C.I.F. APPROVE STUDENT TEACHING AGREEMENT WITH LOYOLA
MARYMOUNT UNIVERSITY – FEBRUARY 12 – JUNE 30, 2014**

CONSENT

ISSUE: Shall the Board of Education enter into Student Teaching Agreement with Loyola Marymount University commencing February 12, 2011 until June 30, 2014.

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

ALTERNATIVES:

1. Approve Student Teaching Agreement with Loyola Marymount University commencing July 1, 2010, until June 30, 2014 and authorize the Superintendent to sign the agreement on behalf of the District.
2. Do not approve Student Teaching Agreement with Loyola Marymount University.

RECOMMENDATION: Alternative #1

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

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

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

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

12

STUDENT TEACHING AGREEMENT
(Practice Teaching and Demonstration Teaching)

THIS AGREEMENT is entered into the twelfth day of **February 2011** under the authority of Section 1065 of the California Education code by and between:

LOYOLA MARYMOUNT UNIVERSITY
School of Education
One LMU Drive, Suite 2100
Los Angeles, California 90045-2659

Hereinafter called the "University," and the School District therein after called the "District": The parties agree as follows:

1. The term of this agreement shall be from **February 12, 2011** through **June 30, 2014** unless terminated by either party on advance written notice to the other a minimum of 60 days prior to the end of the semester.
2. The District shall provide practice teaching in schools and classes of the District in terms of "semester units" for students of the University possessing valid Character Identification Clearances.

Practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University, through their duly authorized representatives, may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District; likewise for good cause, the University shall terminate the assignment of any student practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of permanent or probationary employees of the District holding valid credentials issued by the Commission on Teacher Credentialing.

The number of semester units of practice teaching to be provided for each student of the University assigned to practice teaching under this agreement shall be determined by the University.

An assignment of a student of the University to practice teach in schools or classes of the District shall be at the discretion of the University, but a student may be given more than one assignment by the University with prior approval of the District, to practice teach in such schools or classes.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for the purpose of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

3. The University shall pay the Master Teacher for performance of the services required under this agreement at the rate of \$25.00 per semester unit of practice teaching.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District shall receive payment for such student as though there had been no termination of the assignment, except that if such assignment is terminated before one half of the term of the assignment has elapsed, the District shall receive payment for one half of the assignment only. If a student is assigned by both the University and the District another Master Teacher, after an assignment has become effective, the payment due the Master Teachers shall be prorated to both Master Teachers based on the amount of their service.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

ing Agreement

able time following the close of each semester the Master Teacher(s) shall submit a properly executed final n for all semester units of practice teaching. After receipt of the evaluation form, the University will make Master Teacher(s) for all practice teaching provided under and in accordance with this agreement during ter.

d that the District shall not be obligated to accept assignments of training students beyond the ability to effectively provide services pursuant to this agreement.

e University designated a student for participation pursuant to this agreement, the University shall verify the erer by the Loyola Marymount University's mandatory Student Accident Insurance.

ed that, for purposes of this agreement, the student is not an employee of the University or District, regardless and extent of the acts performed by the student; that inasmuch as the student shall not be an employee of the the District, the University and District do not assume, and shall not assume, any liability under any law on y act of student while performing, receiving training, or traveling pursuant to this agreement, and that student ntitled to any monetary remuneration for any services performed by student in the course of training.

Indemnification; Limits on Liability: Each party (the "Indemnifying Party") agrees to protect, indemnify, ss the other party and its respective employees, agents, and independent contractors (the "Indemnified Party") es or damages to persons or property, governmental charges or fines, and costs (including reasonable out or resulting from (i) any breach of any representation, warranty, covenant, obligation or undertaking ying Party hereunder, or (ii) the negligence or willful misconduct of the Indemnifying Party in connection of this Contract, including but not limited to the provision of food and beverage and other services and e exhibition premises, as applicable) to the Indemnified Party or (iii) any violation of domestic or foreign law emnifying Party obligations hereunder shall survive the termination of this agreement.

ther provisions in this agreement, the preceding paragraph governs the parties' indemnity obligations to each b limitation of liability is applicable to such obligations.

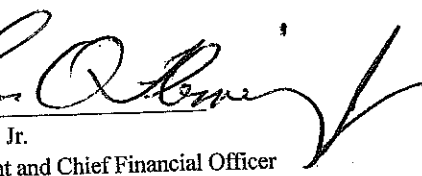
EOF, the parties hereto have executed this agreement that day and year first above written.

- District -

OUNT UNIVERSITY



Leslie Heilbron, Ed.D.
Assistant Superintendent, Human Resources
Oak Park Unified School District



Jr.
t and Chief Financial Officer

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: FEBRUARY 15, 2011
SUBJECT: C.1.g APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL WINTER SPORT TEAMS WHO QUALIFY FOR CIF PLAY OFFS

CONSENT

ISSUE: Shall the Board approve overnight trips for the Oak Park High School winter sport teams who qualify for CIF Play-offs?

BACKGROUND: Principal, Kevin Buchanan, requests approval for any/all winter sports team(s) (Boys' & Girls' Basketball and Boys' & Girls' Soccer) that might qualify for CIF play-offs and require overnight travel and accommodations due to distance. Details of specific trips will be updated at the next regular Board Meeting. Accept this as certification that the Principal will review and verify that all the required components of the approved *Field Trip Planning Guide/Checklist* will 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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: FEBRUARY 15, 2011

SUBJECT: C.2.a APPROVE NOTICE OF COMPLETION, BID #10-04R, DOOR LOCK REPLACEMENT AT ALL DISTRICT SCHOOL SITES

ACTION

ISSUE: Shall the Board approve the Notice of Completion for Bid #10-04R, Door Lock Replacement at All District School Sites, contracted with Judson Builders?

BACKGROUND: At it's meeting on April 20, 2010, the Board of Education awarded a contract for Bid #10-04R, Door Lock Replacement at All District School Sites, contracted with Judson Builders.

The work of this project is now complete, and the District's staff and construction manager Barnhart-Beatty Balfour have inspected the finished project and are satisfied that it has been completed in compliance with contract specifications. It is recommended that the Board approve a Notice of Completion accepting the finished project.

ALTERNATIVES:

1. Approve the Notice of Completion for Bid #10-04R, Door Lock Replacement at All District School Sites, contracted with Judson Builders.
2. Do not approve the Notice of Completion.

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	_____	_____	_____	_____

Notice of Completion

Notice is hereby given that the Oak Park Unified School District, a school district in Ventura County, is the owner in fee of the following described and real property, to-wit:

Description: Brookside Elementary School, 165 N. Satinwood Avenue, Oak Park, CA 91377; Oak Hills Elementary School, 1010 N. Kanan Road, Oak Park, CA 91377; Red Oak Elementary School, 4857 Rockfield Street, Oak Park, CA 91377; Medea Creek Middle School, 1002 Doubletree Road, Oak Park, CA 91377; Oak Park High School, 899 N. Kanan Road, Oak Park, CA 91377; Oak View High School, 5701 E. Conifer Street, Oak Park, CA 91377; and District Administration Offices, 5801 E. Conifer Street, Oak Park, CA 91377.

That on or about April 20, 2010 the said Oak Park Unified School District of Ventura County entered into a contract with Judson Builders of Ventura, California, for Bid No. 10-04R, Door Lock Replacement at All District School Sites on certain real property hereinbefore described: that said building and improvements were actually completed on February 15, 2011; that the address of said Oak Park Unified School District is 5801 E. Conifer Street, Oak Park, CA 91377, Ventura County, California.

OAK PARK UNIFIED SCHOOL DISTRICT

By Anthony W. Knight, Ed.D., Superintendent, Secretary to
the Oak Park Unified School District Board of Trustees

Anthony W. Knight, being first duly sworn, deposes and says: that he is secretary of the Board of Trustees of the Oak Park Unified School District, a school district of Ventura County, California: that he therefore verifies the foregoing Notice of Completion on behalf of said Oak Park Unified School District: that the Oak Park Unified School District of Ventura County, California is owner of the property described in the foregoing notice: that he has read the foregoing notice and knows the contents thereof: that he has personal knowledge of the facts therein stated: that the same are true.

STATE OF CALIFORNIA
COUNTY OF VENTURA

Anthony W. Knight, Ed.D., Superintendent
Oak Park Unified School District

On _____ before me, Linda Sheridan, Notary Public, personally appeared Anthony W. Knight, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

barnhart
Balfour Beatty



Oak Park Unified School District
5801 East Conifer Street
Oak Park, CA 91377

January 31, 2011

Attn: Martin Klauss, Assistant Superintendent Business Services

Subject: Measure "R" Staff Support Services
Oak Park Unified School District
Oak Park, CA

Re: Project #10-04R OPUSD District wide Door Lock Replacements
Recommendation to Request Board approval for issuance of Notice of Completion

Dear Mr. Klauss,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completions for work related to OPUSD Bid # -04R OPUSD District wide Door Lock Replacements. All contract installation requirements have been satisfied by Judson Builders. The final contract amount is as follows;

Original Contract	\$ 134,671
Change Orders – NONE	\$ 0
Final Contract Amount	\$ 134,671

Should you have any questions, please contact me at any time.

Respectfully,

Dennis Kuykendall
Senior Project Manager
Barnhart-Balfour Beatty

cc. Keith Henderson, Barnhart-Balfour Beatty
Richard Jackson, Barnhart-Balfour Beatty
File

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: FEBRUARY 15, 2011
SUBJECT: C.2.b APPROVE CHANGE ORDER #2, PROJECT 10-05R, NEW HVAC AT OAK PARK HIGH SCHOOL GYMNASIUM

ACTION

ISSUE: Shall the Board approve Change Order #2, to the contract with Environmental Heating and Air Conditioning, Inc. for Project 10-05R, New HVAC at Oak Park High School Gymnasium?

BACKGROUND: On September 13, 2010, the District awarded a contract for Project 10-05R, New HVAC in Gymnasium at Oak Park High School to Environmental Heating & Air Conditioning, Inc. During the course of the project, District staff and construction manager Barnhart, Inc. have recommended changes to the project's scope for conditions unforeseen at the time the contract was awarded. Change Order #2 includes the following changes in scope and cost to the original contract:

Description	Cost
Install exhaust systems in student locker room restrooms	\$ 25,263.00
Add/upgrade shower exhaust ductwork to tie into existing ventilation system	12,509.00
Total Cost - Change Order #2	\$ 37,772.00

The total amount of Change Order #2 is \$37,772, which will increase the current contract amount from \$483,811 to \$521,583. The change order also extends the contractual completion date by 24 days. It is recommended by Barnhart and District staff that the Board approve Change Order #2.

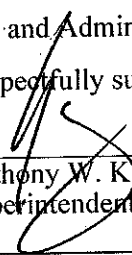
ALTERNATIVES:

1. Approve Change Order #2 to the contract with Environmental Heating and Air Conditioning, Inc. for Project 10-05R, New HVAC at Oak Park High School Gymnasium.
2. Do not approve Change Order #2.

RECOMMENDATION: Alternative 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	_____	_____	_____	_____

Oak Park Unified School District
5801 E. Conifer Street
Oak Park, Ca 91377

CHANGE ORDER 10-05R -2
1-24-11

PROJECT NO: 10-05R

CHANGE ORDER NO: 2

PROJECT NAME: New HVAC In Gymnasium at Oak Park High School

CONTRACTOR: Environmental Heating and Air Conditioning, Inc

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$	447,000.00
Previous Approved Change Orders	\$	86,811.00
This Change Order	\$	37,772.00
Adjusted Contract Amount	\$	521,583.00

TIME:

Original Contract Completion Date	January 7, 2011
Previous Approved Completion Extension Days	0
Completion Days Extension this Change Order	24
Adjusted Contract Completion Date	January 31, 2011

IT IS AGREED BY THE CONTRACTOR THAT THE ADJUSTED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THIS CHANGE AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

OAK PARK UNIFIED SCHOOL DISTRICT

By _____

Date _____

Architect; KPI Architects

By _____

Date _____

CONTRACTOR: Environmental Htg and A/C, Inc

By *[Signature]*

Date 1/25/2011

District PM/CM; Barnhart - Balfour Beatty

By *[Signature]*

Date 1-25-11

1/24/2011

Oak Park Unified School District

Bid No 10-05R

New HVAC In Gym at Oak Park High School

CHANGE ORDER # 10-05R 2

Environmental Heating and Air

Item No.	G.O. No.	Description	Reason	Cost
2.1	7	Install exhaust systems in Boys' and Girls' locker room restrooms for ventilation.	Existing ventilation inadequate	\$ 25,263
2.2	8	Add/Upgrade shower exhaust ductwork to tie into upgraded ventilation systems.	Existing ventilation inadequate	\$ 12,508
Subtotal				\$ 37,772

Original Contract

Previous Change Orders 1

This Change Order

Revised Contract

\$ 447,000

\$ 36,811

\$ 37,772

\$ 521,583

OPUSD 10-08R

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: FEBRUARY 15, 2011
SUBJECT: C.2.c APPROVE AWARD OF BID #10-01R-A, #10-01R-B, AND #10-01R-C FOR NEW FIRE ALARM SYSTEMS AT ALL DISTRICT SITES

ACTION

ISSUE: Shall the Board award Bid #10-01R-A, #10-01R-B, and #10-01R-C for new fire alarm systems at all district sites?

BACKGROUND: At its meeting in January 2010, the Board authorized Project #10-01R for the replacement of aging fire alarm systems at all district sites. As specified in the Measure R Master Plan, this project is necessary as the fire alarm systems are 20-30 years old and in need of replacement and repair.

This project has been broken into three separate bids, pairing district schools as follows: Bid #10-01R-A (Oak Park High School and Oak Hills Elementary School), Bid #10-01R-B (Brookside and Red Oak Elementary Schools), and Bid #10-01R-C (Medea Creek Middle School, Oak View High School and District Office). A total of four contracting firms attended the mandatory project job walk conducted by the District's construction management firm, Barnhart Inc., on January 25, 2011. Bids for this work are scheduled to be received and opened on February 8, 2011. After review and analysis of the bids by Barnhart and District staff, a recommendation for award will be prepared and forwarded to the Board prior to this evening's meeting.

ALTERNATIVES:

1. Award Bid #10-01R-A, #10-01R-B, and #10-01R-C for new fire alarm systems at all district sites as recommended.
2. Reject the all bids received and direct staff to re-bid the project.

RECOMMENDATION: Alternative No. 1

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

Respectfully submitted,

Anthony W. Knight, Ed.D.
 Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:				
VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: FEBRUARY 15, 2011
SUBJECT: C.2.d APPROVE ANNUAL AUDIT REPORTS FOR FISCAL YEAR 2009-2010

ACTION

ISSUE: Shall the Board receive and accept the 2009-2010 annual audit reports for Proposition 39 Bond Measures R and C6?

BACKGROUND: As required by law, the Board of Education employed an independent accounting firm to audit both the financial records and performance compliance for both of the District's two Proposition 39 bonds, Measures R and Measure C6, for the fiscal year ending June 30, 2010. The audit reports, prepared by the accounting firm of Vavrinek Trine Day & Company LLP, have been distributed to members of the Board of Education under separate cover. The audit reports have also been provided to the Oak Park Citizens' Oversight Committee and are available for public inspection in the business office of the District, located at the Support Services Center. A representative of Vavrinek Trine Day will present the audit report to the Board at this evening's meeting.

ALTERNATIVES:

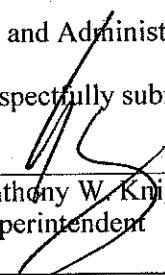
1. Accept as record the 2009-10 annual audit reports for Measure R and Measure C6.
2. Do not accept the 2009-2010 annual audit reports.

RECOMMENDATION: Alternative No. 1

RATIONALE: Acceptance of the annual audit for fiscal year 2009-2010 fulfills the Board's obligation as required by Proposition 39.

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	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: FEBRUARY 15, 2011

SUBJECT: C.2.e APPROVE RESOLUTION #11-05, PARTICIPATION IN CSBA CALIFORNIA SCHOOL CASH RESERVE PROGRAM

CONSENT

ISSUE: Shall the Board adopt Resolution #11-05 for participation in the Cash Reserve Program sponsored by the California School Boards Association (CSBA) Finance Corporation?

BACKGROUND: 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. An overview of this cash management concept and the Program is attached. It should be noted that the District participated in this program last year and as a result: 1) was not obligated to borrow from other funds; 2) maximized its interest earnings on available cash; and 3) will earn additional income on the interest "spread" through the TRAN issue.

ALTERNATIVES:

1. Adopt Resolution #11-05 authorizing the borrowing of funds for fiscal year 2011-2012, the sale of one or two series of 2011-2012 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 #11-05.

RECOMMENDATION: Alternative No. 1. This will allow administration to proceed to the next step in the process and take part in this beneficial program. 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.

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	_____	_____	_____	_____

BOARD MEETING, FEBRUARY 15, 2011
 Resolution No. 11-05, Participation in CSBA
 California School Cash Reserve Program
 Page 2

OVERVIEW OF CSBA CASH RESERVE PROGRAM

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. In our District, this reserve will act as a cushion to the general fund in the event we experience 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 monies (generally paid out in a more level fashion).

TRANs Economics: Through 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 results 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 nearly \$612 million for the 2010-11 fiscal year. Each year the Program has resulted in a significant benefit to the participants. The highlights of the programs are as follows:

- The Program offers districts a cost-effective and administratively simple method to issue 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 Resolution No. 11-05 does not obligate the District to participate in the Program. The resolution simply delegates to the administration the right to decide on participation.
- **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 their individual pro-forma cash flow statement. The cash flows are reviewed by Orrick, Herrington and 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. The Program will offer us the option of a fixed-rate investment for the Note proceeds. The 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 its temporary cash flow needs.

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
RESOLUTION No. 11-05**

NAME OF DISTRICT: OAK PARK UNIFIED SCHOOL DISTRICT*

LOCATED IN: COUNTY OF VENTURA

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

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-2012 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2011-2012 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, 2012 ("Fiscal Year 2011-2012") by the issuance of its 2011-2012 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal

* 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).

Year 2011-2012 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 2011-2012 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2011-2012 which will be received by or will accrue to the District during such fiscal year

** 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.

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 2011-2012 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 2011-2012 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 "2011-2012 [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 2011-2012 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 2011-2012 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 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, 2011 through June 15, 2012 (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 2011, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the 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 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 following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

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

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

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 2011-2012 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

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

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

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

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

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

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

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

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

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

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

(2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;

(3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

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

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

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

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

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

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

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

be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

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

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

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

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

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such

preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2011-2012 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 2011-2012 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 2011-2012, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of each Series of Notes to be issued, shall not exceed fifty percent (50%) of the estimated amounts of uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2011-2012 which will be received by or will accrue to the District during such fiscal year for the general fund and, if applicable, capital fund and/or special revenue fund of the District, all of which will be legally available to pay principal of and interest on such Notes, less amounts, if any, on deposit, on the date of such issuance, in the Payment Accounts attributed to any Series of Notes.

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2005-2006 through Fiscal Year 2009-2010, 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 2010-2011 and 2011-2012, respectively.

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

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

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

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

(L) 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.

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

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

(O) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the

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

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

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter or the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2011 (the "Fiscal Year 2010-2011") 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 2010-2011 or Fiscal Year 2011-2012 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) Except as otherwise approved by the Credit Provider that issued the applicable Credit Instrument, to the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2010-2011 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2011-2012.

(S) The District will maintain a positive general fund balance in Fiscal Year 2011-2012.

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

(U) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the

occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

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

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes, this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2011-2012 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2011-2012 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this

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

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

Section 14. Events of Default and Remedies.

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

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

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

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

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

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

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment

of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

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

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

(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
2011-2012 [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>		
_____%		_____, 2012		
<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, 2012 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 2011-2012 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: FEBRUARY 15, 2011

SUBJECT: C.3.a APPROVE DISTRICT INSTRUCTIONAL CALENDARS FOR SCHOOL YEAR 2011-2012 and 2012-2013

Action

ISSUE: Shall the Board of Education approve the district instructional calendars for 2011-2012 and 2012-2013?

BACKGROUND: A calendar committee met this fall to discuss the instructional calendars for the next two school years. The committee consisted of certificated, classified, parent, board and administrative representation. Consensus was reached on three calendars – one for 2011-2013 and two options for 2012-2013. The recommended calendars were sent to the Oak Park Teacher's Association for a membership vote.

ALTERNATIVES:

1. Approve the 2011-2012 and 2012-2013 school year calendars as presented.
2. Do not approve the 2011-2012 and 2012-2013 school year calendars as presented.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Student	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT

July 2011 - June 2012 –Student/Teacher Calendar

July 2011

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4 - Independence Day

January 2012

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2 - Local Holiday
16 - Martin Luther King Day
27 - Elementary Staff Development (Optional Buy Back)/Secondary Prep

August 2011

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

29 - K-12 Staff Development Day (Mandatory Buy Back)
30 - Teacher Prep Day
31 - First Day of School

February 2012

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

20 - Washington's Birthday

September 2011

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5 - Labor Day
29 - Local Holiday

March 2012

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

19 - K-12 Staff Development (Optional Buy Back)
30 - Third Quarter Ends

October 2011

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2012

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

6 - Local Holiday
9-13 - Spring Break

November 2011

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

1 - Secondary Staff Development (Optional Buy Back)/Elementary Prep
4 - First Quarter Ends
11 - Veterans' Day
24 - Thanksgiving Day
25 - Local Holiday (Lincoln's Day Observed)

May 2012

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

28 - Memorial Day

December 2011

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

19-30 - Winter Break

June 2012

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

15 - Last Day of School

Denotes School Holiday

■ Denotes Beginning and Ending of School and End of Semester/Trimester

OAK PARK UNIFIED SCHOOL DISTRICT

77

July 2012 - June 2013 – Student/Teacher Calendar

July 2012

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

4 - Independence Day

January 2013

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1-4 – Winter Break
21 - Martin Luther King Day
24 – First Semester Ends
25 – Elementary Staff Development (Optional Buy Back)
Secondary Prep

August 2012

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

27 – K-12 Staff Development Day (Mandatory Buy Back)
28 – Teacher Prep Day
29 – First Day of School

February 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

18 – Washington's Day Holiday

September 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3 - Labor Day
17 – Local Holiday
26 – Local Holiday

March 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

28 – Third Quarter Ends
29 – Local Holiday

October 2012

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2013

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1-5 – Spring Break
29 – K-12 Staff Development (Optional Buy Back)

November 2012

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1 – Secondary Staff Development (Optional Buy Back)/Elementary Prep
2 – First Quarter Ends
21 – Local Holiday
22 – Thanksgiving Day
23 – Local Holiday

May 2013

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

27 - Memorial Day

December 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

24-31 – Winter Break

June 2013

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

14 – Last Day of School
Second Semester Ends

Denotes School Holiday

■ Denotes Beginning and Ending of School and End of Semester/Trimester

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: FEBRUARY 15, 2011
SUBJECT: C.3.b. APPROVE 2010-11 SINGLE PLANS FOR STUDENT ACHIEVEMENT

ACTION

ISSUE: Shall the Board approve each site's Single Plan for Student Achievement?

BACKGROUND: California *Education Code* sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and ESEA Program Improvement into the Single Plan for Student Achievement. The Single Plan for Student Achievement serves as a guide for continuous development, implementation, and monitoring cycle of various programs. It is a collection and analysis of student performance data, setting priorities for program improvements, rigorous use of effective solution strategies, and ongoing monitoring of results.

ALTERNATIVES: 1. Approve the Single Plan for Student Achievement.
 2. Do not approve the Single Plan for Student Achievement for each site.

RECOMMENDATION: Alternative No. 1

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

Respectfully submitted,

Anthony W. Knight, Ed.D.
 Superintendent

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

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

TO: BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: FEBRUARY 15, 2011

SUBJECT: C.4:a APPROVE CONTRACT FOR NON-PUBLIC SCHOOL FOR SPECIAL EDUCATION STUDENT #11-10/11 - \$35,507.75

ACTION

ISSUE: Should the Board of Education approve this contract for non-public agency services for #10-10/11?

BACKGROUND: A fifth grade student with specialized behavior services on his IEP withdrew from the district in September; the student re-enrolled on January 31, 2011. Autism Center for Treatment (ACT) is able to provide these specialized services on the school campuses. The total cost for these services is \$35,507.75.

ALTERNATIVES: 1) Fund this non-public school placement.
2) Do not fund this non-public school placement.

RECOMMENDATION: Alternative #1

RATIONALE: The District is required by law to provide the services stated on a student's IEP. Autism Center for Treatment (ACT) is a certified non-public agency.

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 Member	_____	_____	_____	_____

**INDIVIDUAL SERVICES CONTRACT FOR
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 - 56366.5) (#11-10/11)**

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THIS NON-PUBLIC AGENCY CONTRACT is made and entered into this 15th day of January 2011, between **Oak Park Unified School District** County of Ventura, hereinafter referred to as "**DISTRICT**," and **Autism Center for Treatment (ACT)**, 301 Science Drive, Suite 180, Moorpark, CA 93021, hereinafter referred to as "**Contractor**" for:

Name of Pupil:

1. All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Services, hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The **CONTRACTOR** will implement the Individualized Education Program (IEP) and will request an IEP review prior to any change in the service program.
2. This contract is authorized to cover services during the regular school year and for the extended school year only as specified in the Autism Center for Treatment (ACT), or as designated in this contract.
3. Subject to the performance of this contract **DISTRICT** will pay **CONTRACTOR** for behavior intervention services.
4. The pupil's service provider will hold the following license: Proper education, certificate, and training to supervise and provide behavioral services to the student.
5. The pupil:supervisor ratio will be **1:1**
6. The frequency of the related services will be provided as specified in the student's Individualized Education Program and in Item 7A of this Contract.
7. Authorized related educational services as specified in the IEP, shall be provided by the **CONTRACTOR** up to the amount specified below.

A. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

All Aide and Supervision services are to be provided on school days of student attendance, during school hours, and on the school campus.

1.

ESY June 2011:

1:1 ABA Aide (College level behavior therapist) @ 9 days x 4 hours / 10 minutes per day (4.17)
@ \$50.00 per hour = 37.53 hours x \$50.00 per hour \$ 1,876.50.

Supervision:

2.25 hours of behavioral services during June ESY, to be provided by any of the following:

- a. Psychological Assistant @ \$125/hr or
- b. PhD Licensed Psychologist @ \$175/hr

Maximum June ESY Supervision Cost:	\$ 393.75
Total June ESY 2011 Cost:	\$ 2,270.25

Regular School Year 2011:

January 31, 2011 to June 17, 2011.

1:1 ABA Aide (College level behavior therapist).

M, T, TH, F) 6 hours 35 min/day for 71 days = 467.18 (468) hours @ \$50.00 per hour. \$23,400.00 83

W) 4 hours 20 min/day for 19 days = 82.27 (83) hours @ 50.00 per hour. \$ 4,150.00

Total 2011 School Year Aide Cost: \$ 27,550.00

Supervision:
 2.5 hours (5.5 hours January; up to 6 hours per month for Feb – May; 3 hours for June) to be provided by any of the following:
 a Psychological Assistant @ \$125/hr or
 b PhD Licensed Psychologist @ \$175/hr
 (Any unused hours may be applied to planning and/or attending IEP meeting)
 27 hours @ max \$175/hr = \$5,687.50.

Total Maximum 2011 School Year Supervision Cost: \$ 5,687.50
Total 2011 School Year Aide Cost: \$ 27,550.00
Total ESY 2011 Cost: \$ 2,270.25

GRAND TOTAL: \$ 35,507.75

of services, including dates and times, and progress notes signed by the clinician/supervisor will be submitted with each month's billing.

Parties hereto have executed this contract by and through their duly authorized agents or representatives.

Contract is effective on January 31, 2011 and terminates at 5:00 P.M. on June 30, 2011, unless terminated sooner as provided herein.

PROCTOR
 Center for Treatment (ACT)
 Nonpublic School/Agency)

 Suite Dr., Suite 180
 Address)
 CA 93021
 te / Zip Code)

DISTRICT
 Oak Park Unified School District
 (Name of School District)

 5801 E Conifer St
 (Mailing Address)
 Oak Park, CA 91377
 (City / State / Zip Code)

 (Signature)

 ne and Title)
 derson, PhD
 ACT

 (Signature)
 Dr. Anthony W. Knight

 (Superintendent)

February 16, 2011
 (Date)

by the Oak Park Governing Board on: February 15, 2011

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: FEBRUARY 15, 2011
**SUBJECT: C.5.a APPROVE RESOLUTION #11-03 RELEASE TEMPORARY
 CERTIFICATED EMPLOYEES #1 THROUGH # 13**

ACTION

ISSUE: Should the Board of Education approve Resolution #11-03 Release Temporary Certificated Employees #1 through #13?

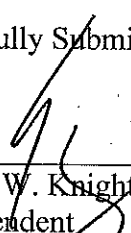
BACKGROUND: In considering needs for the 2011-2012 school year, it has been determined that, at this time, staffing must be reduced. In order to comply with Education Code Section 44955 temporary employees must be released pursuant to Education Code Section 44954. The Resolution authorizes staff to proceed with the release process for employees on temporary contracts.

ALTERNATIVES:

1. Approve Resolution #11-03 Release Temporary Certificated Employees #1 through #13
2. Do not approve Resolution #11-03 Release Temporary Certificated Employees #1 through #13

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	_____	_____	_____	_____	
Panec	_____	_____	_____	_____	
Rosen	_____	_____	_____	_____	
Student	_____	_____	_____	_____	

**BEFORE THE BOARD OF EDUCATION OF THE
OAK PARK UNIFIED SCHOOL DISTRICT
COUNTY OF VENTURA, STATE OF CALIFORNIA**

RESOLUTION #11-03

**RESOLUTION REGARDING NON-REELECTION AND RELEASE FROM
EMPLOYMENT OF TEMPORARY CERTIFICATED EMPLOYEES**

On motion of member _____, seconded by member _____, the following resolution is adopted.

WHEREAS, Education Code Section 44954 requires a governing board to notify certain temporary employees before the end of the school year of the District's decision to not reelect the employee for the next succeeding year;

WHEREAS, the individuals listed below are presently employed as temporary certificated employees by the Oak Park Unified School District and the Board of Education desires to not reelect these employees for the next succeeding school year in any certificated position within this District.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the following employees are not be reelected for employment for the next succeeding school year;

1- 13

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent or designee, provide notice to each of the above-named individuals in accordance with the Education Code that the Board has determined to release and to not reelect him or her for the 2011-2012 school year and that his or her employment is thereby ended upon the close of this current 2010-2011 school year, and that the notification be provided on or before March 15, 2011.

BE IT FURTHER RESOLVED that the Superintendent, or designee, is delegated the authority to take all actions necessary and proper to the accomplishment of the purposes of this Resolution.

The foregoing Resolution was adopted by the Board of Education of the Oak Park Unified School District on the 15th day of February, 2011 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President, Board of Education of the
Oak Park Unified School District

I, Marie Panec, Clerk of the Board of Education of the Oak Park Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Education at its regular meeting held on February 15, 2011.

Clerk, Board of Education of the
Oak Park Unified School District

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: FEBRUARY 15, 2011
SUBJECT: C.6.a APPROVE 2011 CSBA DELEGATE ASSEMBLY
 ELECTION OF CANDIDATES

ACTION

ISSUE: Shall the Board of Education elect two representatives to CSBA's Delegate Assembly?

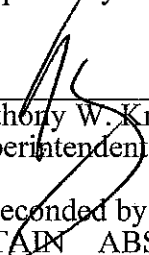
STATEMENT: There are two vacancies for the 2011 Delegate Assembly Ballot Region/Subregion 11B and there are two candidates as follows. OPUSD may vote for two of the two candidates on one ballot and it must be returned to CSBA postmarked on or before March 15, 2011. Voting instructions, ballot, and biographical sketches for each of the candidates are attached.

Suzanne Kitchens (Pleasant Valley USD)*
 Christina Urias (Santa Paula HSD)*
 *denotes incumbent

The names of newly elected delegates will be published and disseminated to the membership by March 31.

ACTION: Move to cast our vote for _____ and _____, as representatives to the CSBA Delegate Assembly for Region/Subregion 11B.

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 complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No Later Than **TUESDAY, MARCH 15, 2011**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2011 DELEGATE ASSEMBLY BALLOT
 SUBREGION 11-B
 (Ventura County)

Number of vacancies: 2 (Vote for no more than 2 candidates)

Delegates will serve two-year terms beginning April 1, 2011 – March 31, 2013

**denotes incumbent*

☐ Suzanne Kitchens (Pleasant Valley SD)*

☐ Christina Urias (Santa Paula Union HSD)*

Provision for Write-in Candidate Name

School District/COE

Provision for Write-in Candidate Name

School District/COE

Signature of Superintendent or Board Clerk

Title

School District/COE Name

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

Region 11 – John Walker, Director (Ventura USD)
9 Delegates (9 elected)

Below is a list of all the current Delegates from this Region.

Subregion A

Jack C. Garvin (Santa Maria Joint Union HSD), term expires 2012
Dean Nevins (Goleta Union ESD), term expires 2011

Subregion B

Darlene A. Bruno (Hueneme ESD), term expires 2012
Rob Collins (Simi Valley USD), term expires 2012
Ana Del Rio-Barba (Oxnard ESD), term expires 2012
Jan Iceland (Oak Park USD), term expires 2012
Suzanne Kitchens (Pleasant Valley SD), term expires 2011
Christina Urias (Santa Paula Union HSD), term expires 2011

County Delegate

Mark Lisagor (Ventura COE), term expires 2011

Counties

Santa Barbara (Subregion A)
Ventura (Subregion B)



2011 Delegate Assembly Candidate Biographical Sketch Form

92

Due: Friday, January 7, 2011 (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please **do not** state "See résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: <u>Suzanne Kitchens</u>	CSBA Region: <u>11B</u>
District or COE: <u>Pleasant Valley</u>	Years on board: <u>10</u> ADA: <u>6570</u>
Contact Number: <u>805.482.0323</u>	E-mail: <u>skitchens@hotmail.com</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how long have you served as a Delegate? <u>9 yrs</u>

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

My top educational priority will be to continue to advocate for a school finance system that is stable and sufficient for all students. CSBA believes public funding of public education is the most critical investment for our future. Only with sufficient funding will it be possible for my second and third priorities to be achieved.

My second educational priority is to support ongoing curriculum development. Curriculum development must be relevant, responding to students' needs and prepare them for the workforce or post secondary education. CSBA believes in a strong core curriculum.

My third educational priority is to support ways to increase the coordination and partnership of local agencies in response to the conditions of children. This priority is to support CSBA's belief that alleviating social and economic barriers positively affects the ability of children to learn.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Activities listed below that I participate in (I believe reflect some of the interests of Ventura County School Boards):

I volunteer as both a proctor and judge for our Camarillo Academic Olympics.

I have worked with both our local Boys and Girls Club and our City Council to support efforts to provide programs about financial literacy for our youth.

I am a member of the Camarillo AAUW, and I volunteer for programs such as Women in History, Geography Bowl and Better Horizons (Math Day).

I serve as a judge for our area competition of the Scripps Spelling Bee.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I would be honored to continue as your delegate. I believe I have the experience and background needed in the tough years ahead for public education. Contributions I have made-

I have been a delegate serving on the Legislative Committee twice; working closely with the CSBA executive board on public education issues placed before our legislators. I am an annual participant of the Legislative Conference each spring.

I have been a member of the Annual Education Conference Committee and have presented at more than one conference, most recently in 2009.

I would like to continue to serve as your delegate and want to thank you in advance for your consideration.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Suzanne Kitchens Date: 1/5/2011

Suzanne Kitchens

CSBA Delegate Region 11B

It will be an honor to continue to serve as your delegate. Advocating for predictable and sufficient funding for public education will continue to be my top priority. I will be readily accessible to you, my fellow trustees. My focus in the next two years will be to continue to keep the needs of Ventura County students at the forefront of all discussions. Our future depends on quality education for our students.

SCHOOL EXPERIENCE:

30 years Parent/community volunteer Camarillo, Pleasant Valley School District
 Pleasant Valley School Board of Trustees (2000-present)
 Pleasant Valley School Board Clerk (2008)
 Current Pleasant Valley School Board President (also in 2009)
 CSBA Legislative Committee (2004 and 2005)
 CSBA Nominating Committee (2007)
 CSBA Annual Education Conference Committee (2008)
 Presenter, CSBA Annual Education Conference (2004 and 2009)
 CSBA Delegate Assembly member Region 11B (2002-present)
 CSBA Golden Bell validator, most recently in current year
 Graduate of CSBA Masters in Governance
 Ventura County School Boards Association, President (2004-2005)
 Ventura County School Boards Association executive board member 2001-present

COMMUNITY/LEADERSHIP

Community Commission for Ventura County (2003-2010)
 (Priorities are student wellness, student safety and the plight of homeless)
 Graduate of Ventura County Leadership Academy
 Graduate of Camarillo Police Department Citizen Academy
 Association of American University Women (Camarillo branch)
 Ventura County Drug and Alcohol Advisory Board
 Camarillo PTA Council President

PROFESSIONAL/EDUCATION/PERSONAL

Camarillo business owner, Camarillo Chamber of Commerce member
 Bachelor's and Master's degree/Business, CA State University, Dominguez Hills
 Married 37 years, 3 children all educated in Pleasant Valley School District



CSBA 2011 Delegate Assembly Candidate Biographical Sketch Form

Due: Friday, January 7, 2011 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this required candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "See résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will not be accepted.

Name: <u>Christina Urias</u>	CSBA Region: <u>11 B</u>
District or COE: <u>Santa Paula Union High School</u>	Years on board: <u>8</u> ADA: <u>1500</u>
Contact Number: <u>(805) 794-6136</u>	E-mail: <u>jessseonsafari@verizon.net</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how long have you served as a Delegate? <u>2 yrs.</u>

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association. Adequate funding for public education is the top priority. Without it, we cannot carry out any other priorities for education which is why the Association exists. The next priority is eliminating the achievement gap for all students, especially our English learner and special education populations. The vast majority of our students in California are students of color. Those with power (as in the Association) can make our students' educational goals come true in spite of difficult budget times.

Lastly, promoting public education is crucial. We need to remain politically active with our legislature and be our schools' ambassadors to those in power in Sacramento. We need to train new board members and continue to train existing board members because an effective board enhances student learning.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

I am a Masters of Governance graduate and continue to attend board trainings as provided by the Ventura County School Board Association (VCSBA). The VCSBA provides tools for our school board members to govern effectively whether it be quarterly meetings, newsletters, or Saturday morning training sessions.

I participate on the planning team of VCSBA which is always looking at different avenues to provide leadership training. I serve on the County School Board Organization Committee which has been active since the recent unification issue has arisen within Santa Paula. As a delegate, I volunteered to validate a Golden Bell nominee's program outside of my district. I strive to volunteer for any delegate duties requested by the regional director. I am an active member of the California Latino School Board Association and the National Association of Latino Elected Officials.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

It has been a great learning experience to be a delegate the past two years. Being a part of the policy platform process for CSBA ensures delegates make our children's educational experiences a priority within California. I have the time, energy, and passion to be an advocate needed for our schools. Being from a rural school district with a Latino student population over 80%, I believe I bring a much needed perspective to the needs of all students.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Christina Urias

Date: January 5, 2011

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: JANUARY 18, 2011 FEBRUARY 15, 2011

SUBJECT: C.7.a APPROVE AMENDMENT TO BOARD POLICY 4020 – DRUG AND ALCOHOL-FREE WORKPLACE - First Reading

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy 4020 – Drug and Alcohol-Free Workplace?

BACKGROUND: Board Policy 4020 is being revised to reflect new language regarding prohibiting employee from being under the influence of alcohol or a controlled substance while on duty and definition of “on duty”. Board Policy 4020 is being submitted with recommended changes from CSBA.

ALTERNATIVES:

1. Approve the amendment to Board Policy 4020 – Drug and Alcohol-Free Workplace.
2. Do not amend Board Policy 4020 – Drug and Alcohol-Free Workplace.
3. Adopt a modified version of the amendment to Board Policy 4020 – Drug and Alcohol-Free Workplace.

RECOMMENDATION:
Approval of 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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 4000

Personnel

BP 4020(a)

Drug And Alcohol-Free Workplace

The Governing Board believes that the maintenance of a drug- and alcohol-free workplace is essential to ***staff and student safety and to help ensure a productive and safe work and learning environment.*** ~~school and district operations.~~

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

No employee shall unlawfully manufacture, distribute, dispense, possess, or use ~~or be under the influence of any alcoholic beverage, drug or~~ any controlled substance as defined in 21 USC 81 at ~~any school district in the~~ workplace. (Government Code 8355; 41 USC 701)

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. For purposes of this policy, on duty means while an employee is on duty during both instructional and non-instructional time in the classroom or workplace, at extracurricular or cocurricular activities or while transporting students or otherwise supervising them. Under the influence means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.

(cf. 4032 - Reasonable Accommodation)

~~These prohibitions apply before, during and after school hours. A school district workplace is any place where school district work is performed; any school-owned or school-approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.~~

The Superintendent or designee shall notify employees of ~~these~~ ***the District's prohibitions against drug use and the actions that will be taken for violation of such prohibition.***
(Government Code 8355; 41 USC 702I)

An employee shall abide by the terms of this policy and ***shall*** notify the district, within five days, of ***his/her conviction for violation in the workplace of*** any criminal drug ~~or alcohol~~ statute conviction which he/she receives for a violation occurring in the workplace. (Government Code 8355; 41 USC 702I)

The Superintendent or designee shall notify the appropriate federal granting or contracting agencies within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 701)

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 4000

Personnel

BP 4020(b)

The Board may not employ or retain in employment persons convicted of a controlled substance offense as defined in Education Code 44011. If any such conviction is reversed and the person acquitted in a new trial or the charges dismissed, his/her employment is no longer prohibited. A plea or verdict of guilty, a finding of guilt by a court in a trial without a jury, or a conviction following a plea of nolo contendere shall be deemed to be a conviction. (Education Code 44836, 45123)

(cf. 4112 - Appointment and Conditions of Employment)

(cf. 4212 - Appointment and Conditions of Employment)

A classified employee may be reemployed after conviction of such an offense if the Board determines, from the evidence presented, that the person has been rehabilitated for at least five years. (Education Code 45123)

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee The Board may take appropriate disciplinary action, up to and including termination, ***against an employee for violating the terms of this policy and/or shall or*** require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state or local ***public*** health, ***or*** law enforcement ***or*** other appropriate agency.

(cf. 4112/4212 - Appointment and Conditions of Employment)

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall establish a drug- and alcohol-free awareness program to inform employees about: (Government Code 8355; ***41 USC 701***)

1. The dangers of drug and alcohol abuse in the workplace
2. The district policy of maintaining drug- and alcohol-free workplaces
3. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs

(cf. 4159/4259/4359 - Employee Assistance Programs)

4. The penalties that may be imposed on employees for drug and alcohol abuse violations ***occurring in the workplace***

Legal Reference:

EDUCATION CODE

44011 Controlled substance offense

44425 Conviction of controlled substance offenses as grounds for revocation of credential

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 4000

Personnel

BP 4020(c)

44836 Employment of certificated persons convicted of controlled substance offenses

44940 Compulsory leave of absence for certificated persons

44940.5 Procedures when employees are placed on compulsory leave of absence

45123 Employment after conviction of controlled substance offense

45304 Compulsory leave of absence for classified persons

GOVERNMENT CODE

8350-8357 Drug-free workplace

UNITED STATES CODE, TITLE 20

7111-7117 Safe and Drug Free Schools and Communities Act

UNITED STATES CODE, TITLE 21

812 Schedule of controlled substances

UNITED STATES CODE, TITLE 41

701-707 Drug-Free Workplace Act

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.01-1308.49 Schedule of controlled substances

COURT DECISIONS

Cahoon v. Governing Board of Ventura USD, (2009) 171 Cal.App.4th 381

Ross v. Raging Wire Telecommunications, Inc., (2008) 42 Cal.4th 920

Management Resources:

WEB STIES

California Department of Alcohol and Drug Programs:<http://www.adp.ca.gov>

California Department of Education:<http://www.cde.ca.gov>

U.S. Department of Labor:<http://www.dol.gov>

Adopted: 1-21-92

Amended: 5-2-95, 9-17-02

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: JANUARY 18, 2011 FEBRUARY 15, 2011

SUBJECT: C.7.b AMENDMENT TO BOARD POLICY 5141.21 – ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS – First Reading

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy 5141.21 – Administering Medication and Monitoring Health Conditions?

BACKGROUND: Board Policy 5141.21 is being submitted for revision to reflect new law SB 1069 which provides that students may now be assisted to take, during the school day, medication order by a physician assistant as well as medication prescribed by a physician. Board Policy 5141.21 is being submitted with recommended changes from CSBA.

ALTERNATIVES:

1. Approve the amendment to Board Policy 5141.21 – Administering Medication and Monitoring Health Conditions.
2. Do not amend Board Policy 5141.21 – Administering Medication and Monitoring Health Conditions.
3. Adopt a modified version of the amendment to Board Policy 5141.21 – Administering Medication and Monitoring Health Conditions.

RECOMMENDATION:
Approval of Alternative #1.

Respectfully submitted,

Anthony W. Knight
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Kalamber	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5141.21(a)

Administering Medication and Monitoring Health Conditions

The Governing Board recognizes that **during the school day, some** students may need to take medication prescribed **or ordered by an authorized** a health care provider, **to be functional at school and participate in the educational program.** ~~during the school day in order to be able to attend school.~~ The Superintendent or designee shall develop processes for the administration of medication to **these** such students. ~~by school personnel.~~ **For any student with a disability, as defined under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student's individualized education program or Section 504 services plan.**

(cf. 5141.24 – Specialized Health Care Services)

(cf. 6159 – Individualized Education Plan)

(cf. 6164.6 – Identification and Education Under Section 504)

If ~~the a~~ parent/guardian so chooses, he/she may administer the medication to his/her child **at school or** ~~In addition, the parent/guardian may designate another individual who is not a school employee to administer the medication to~~ **do so on his/her behalf** the student.

(cf. 1250 – Visitors/Outsiders)

(cf. 6116 – Classroom Interruptions)

Self Administration and Monitoring

In addition, upon written request by the parent/guardian and with the approval of the student's **authorized health care provider,** physician, a student with a medical condition that requires frequent monitoring, testing or treatment may be allowed to self administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and **other** bodily fluids.

(cf. 4119.43 – Universal Precautions)

(cf. 5141 – Health Care and Emergencies)

(cf. 5141.22 – Infectious Diseases)

(cf. 5141.23 – Asthma Management)

(cf. 5141.27 – Food Allergies/Special Dietary Needs)

Administration of Medication by School Personnel

Any medication prescribed **by an authorized health care provider** may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both the student's parent/guardian and physician **authorized health care provider.** (Education Code 49423; 5 CCR 600)

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5141.21(b)

School nurses and other designated school personnel shall administer medications in accordance with law, Board policy, and administrative regulation and shall be afforded appropriate liability protection.

(cf. 3530 - Risk Management/Insurance)

(cf. 4119.42/4219.42/4319.42 – Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 – Universal Precautions)

Only a school nurse or other school employee with an appropriate medical license may administer an insulin injection to a student. In the event such licensed school personnel are unavailable, the district may contract with a licensed nurse from a public or private agency to administer insulin to the student. However, in an emergency situation such as a public disaster or epidemic, a trained, unlicensed district employee may administer an insulin injection to a student.

(cf. 5141.24 – Specialized Health Care Services)

To the extent that the administration of School staff who administer medication to students, including such as epinephrine auto-injections or glucagon, is authorized by law, the Superintendent or designee shall ensure that unlicensed personnel designated to administer it to students receive appropriate training from qualified medical personnel before any on how such medication should be is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and as well as training in the proper documentation and storage of the medication. Such trained, unlicensed designated school personnel shall be supervised by and provided with emergency communication access to a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training, ongoing supervision, as well as annual written verification of competency of such other designated school personnel.

(cf. 4131/4231/4331) – Staff Development)

Staff authorized to administer medication shall do so in accordance with administrative regulations and shall be afforded appropriate liability protection.

Legal Reference:

EDUCATION CODE

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5141.21(c)

49414.5 Providing school personnel with voluntary emergency training

49422-49427 Employment of medical personnel, especially:

49423 Administration of prescribed medication for student

49423.1 Inhaled asthma medication, conditions upon which pupil may carry and self-administer medication

~~49423.5 Specialized health care services~~~~49426 School nurses~~

49480 Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:

2726 Authority not conferred

2727 Exceptions in general

3501 Definitions**CODE OF REGULATIONS, TITLE 5**

600-611 Administering medication to students

UNITED STATES CODE, TITLE 20**1232g Family Educational Rights and Privacy Act of 1974****1400-1482 Individuals with Disabilities Education Act****UNITED STATES CODE, TITLE 29****794 Rehabilitation Act of 1973, Section 504****COURT DECISIONS****American Nurses Association v. O'Connell, (2010) 185 Cal.App.4th 393**

Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS**Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006****CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES****Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007****CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS****Training Standards for the Administration of Epinephrine Auto-Injectors, December, 2004****NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS****Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003****WEB SITES**American Diabetes Association: <http://www.diabetes.org>California Department of Education, Health Services and School Nursing: <http://www.cde.ca.gov/ls/he/hn>**National Diabetes Education Program: <http://www.ndep.nih.gov>**Department of Health and Human Services, National Institutes of Health, National Heart, Lung and Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

Adopted: 10-15-80

Amended: 5-20-86, 8-18-92, 9-17-02, 5-17-05

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: JANUARY 18, 2011 FEBRUARY 15, 2011

SUBJECT: C.7.c AMENDMENT TO BOARD POLICY 5141.3 –HEALTH EXAMINATIONS – First Reading

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy 5141.3 –Health Examinations?

BACKGROUND: Board Policy 5141.3 is being updated to (1) clarify examinations required at school entry, (2) reflect new law SB 1069 which allows a physician assistant to conduct a medical examination for the purpose of providing medical clearance for a student's participation in an interscholastic athletic program, and (3) delete a report to the Board on the number of students with physical problems. Board Policy 5141.3 is being submitted with recommended changes from CSBA.

ALTERNATIVES:

1. Approve the amendment to Board Policy 5141.3 – Health Examinations.
2. Do not amend Board Policy 5141.3 – Health Examinations.
3. Adopt a modified version of the amendment to Board Policy 5141.3 – Health Examinations.

RECOMMENDATION:
Approval of Alternative #1.

Respectfully submitted,

Anthony W. Knight
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Kalamber	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5141.3(a)

Health Examinations

The Governing Board recognizes that periodic health examinations of students may lead to the detection and treatment of conditions that impact learning. Health examinations also may help in determining whether special adaptations of the school program are necessary.

The Superintendent or designee shall verify ~~In addition to verifying~~ that students have complied with legal requirements for ***a comprehensive health screening, an oral health assessment, examinations and immunizations at school entry.*** ~~In addition, before enrolling in school the~~ district shall administer tests for vision, hearing and scoliosis as required by law.

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - ~~Child Health and Disability Prevention Program~~ **Health Screening for School Entry**)

(cf. 5141.6 - Student Health ~~and Social Services~~)

All students who participate as cheerleaders, song leaders, or athletes in organized competitive sports shall first undergo ~~and file with the district a current~~ medical examination ***and submit documentation of medical clearance to the district.*** Upon sustaining an injury or serious illness, a student may be required to have another examination before participating further. This requirement does not apply to participants in occasional play day or field day activities.

(cf. 5143 - Insurance)

(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall ensure that staff employed to examine students exercise proper care of each student and that examination results are kept confidential. Records related to these examinations shall be ***maintained and released*** available only in accordance with law.

(cf. 5125 - Student Records)

Legal Reference:

EDUCATION CODE

44871-44879 Employment qualifications

48980 Parental notifications

49400-49413 ~~General powers school boards (re pupil health)~~ **49414.5 Student health, general powers of school boards**

49422 Supervision of health and physical development

49450-49457 **8** Physical examinations (of pupils)

49460-49466 Development of standardized health assessments

HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable diseases

121475-121520 Tuberculosis tests for pupils

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5141.3(b)

*124025-124110 Child Health and Disability Prevention Program**CODE OF REGULATIONS, TITLE 5**590-596 Vision screening**3027 Hearing and vision screening for special education**3028 Audiological screening**UNITED STATES CODE, TITLE 20**1232g Family Educational Rights and Privacy Act**1232h Protection of student rights**Management Resources:**CSBA PUBLICATIONS**Expanding Access to School Health Services: Policy Considerations for Governing Boards, November 2008**Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, November 2008**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**Standards for Scoliosis Screening in California Public Schools, 2007**A Guide for Vision Testing in California Public Schools, 2005**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**Joint Guidance on the Application of FERPA and HIPAA to Student Health Records, November 2008**WEB SITES**CSBA: <http://www.csba.org>**California Department of Education, Health Services/School Nursing: <http://www.cde.ca.gov/ls/he/hn>**California Department of Education, Type 2 Diabetes Information:**<http://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>"><http://www.cde.ca.gov/ls/he/hn>">[http://www.cde.ca.gov/ls/he/hn](http://www.cde.ca.gov/ls/he/hn/type2diabetes.asp)**U.S. Department of Education: <http://www.ed.gov>*

Adopted: 10-15-80

Amended: 5-15-84, 5-20-86, 8-18-92, 9-17-02

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: ~~JANUARY 18, 2011~~ FEBRUARY 15, 2011

**SUBJECT: -- C.7.d AMENDMENT TO BOARD POLICY 5141.31 -IMMUNIZATIONS
- First Reading**

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy 5141.31 -Immunizations?

BACKGROUND: Board Policy 5141.31 is being updated to (1) clarify the circumstances under which students must submit immunization records, (2) clarify options for requiring immunization records at registration, and (3) reflect new law AB 1937 which expands the types of health professionals who may give immunizations, under specified conditions.. Board Policy 5141.31 is being submitted with recommended changes from CSBA.

ALTERNATIVES:

1. Approve the amendment to Board Policy 5141.31 -Immunizations.
2. Do not amend Board Policy 5141.31 -Immunizations.
3. Adopt a modified version of the amendment to Board Policy 5141.31 -Immunizations.

RECOMMENDATION:
Approval of 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	_____	_____	_____	_____
Kalamber	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5141.31(a)

Immunizations

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board ~~desires to~~ **shall** cooperate with state and local health agencies to encourage immunization of all district students against preventable diseases.

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 6142.8 - Comprehensive Health Education)

Each student enrolling for the first time in a district elementary school or secondary school, preschool, Students entering a district school or child care and development program, or transferring between school campuses, shall present an immunization record from any authorized private or public health care provider certifying that he/she received all required ~~which shows at least the month and year of each immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.~~

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

Except to the extent otherwise authorized by law, each transfer student shall present evidence of immunization before he/she ~~record certifying that he/she has received all required immunizations currently due before he/she is admitted to school.~~ **Such evidence may include the child's personal immunization record from his/her authorized health care provider or his/her cumulative file from his/her previous school.**

The Superintendent or designee may arrange for **an authorized health care provider** ~~qualified medical personnel~~ to administer immunizations at school to any student whose parent/guardian has consented in writing. **At the beginning of the school year, parent/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school** (Education Code 49403)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - Student Health and Social Services)

(cf. 5145.6 - Parental Notifications)

Legal Reference:

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5141.31(b)

EDUCATION CODE**44871 Qualifications of supervisor of health**

46010 Total days of attendance

48216 Immunization

48853.5 Immediate enrollment of foster youth

48980 Required notification of rights

49403 Cooperation in control of communicable disease and immunizations

49426 Duties of school nurses**49701 Flexibility in enrollment of children of military families****HEALTH AND SAFETY CODE**

120325-120380 Immunization against communicable disease especially:

120335 Immunization requirement for admission

120395 Information about meningococcal disease, including recommendation for vaccination

120440 Disclosure of immunization information

CODE OF REGULATIONS, TITLE 5**430 Student records****CODE OF REGULATIONS, TITLE 17**

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 20**1232g Family Educational Rights and Privacy Act****UNITED STATES CODE, TITLE 42****11432 Immediate enrollment of homeless children****CODE OF FEDERAL REGULATIONS, TITLE 34****99.1-99.67 Family Educational Rights and Privacy****Management Resources:****DEPARTMENT OF HEALTH SERVICES**

Commonly Asked Questions About the New School Immunization Requirements, March 1999

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**California Immunization Handbook for Schools and Child Care Programs, July 2003****Guide to Immunizations Required for School Entry****Guide to the Requirements of the California School Immunization Law for Parents of Children in or Entering School or Child Care****U.S. DEPARTMENT OF EDUCATION GUIDANCE****Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009****WEB SITES**CDE: <http://www.cde.ca.gov>**California Department of Public Health, Immunization Branch:** <http://www.cdph.ca.gov/programs/immunize>**U.S. Department of Education:** <http://www.cdc.gov>California Department of Health Services: <http://www.dhs.ca.gov>Centers for Disease Control and Prevention: <http://www.cdc.gov>

Adopted: 10-15-80

Amended: 5-15-84, 5-20-86, 8-18-92, 9-17-02

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: FEBRUARY 15, 2011

SUBJECT: C.7.e. APPROVE AMENDMENT OF BYLAWS OF THE BOARD 9323 – MEETING CONDUCT - First Reading

ISSUE: Should the Board of Education approve the proposed amendment to Bylaws of the Board 9323 – Meeting Conduct?

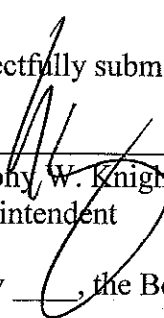
BACKGROUND: Board Bylaw 9323 is revised to allow meeting to extend to 10:30 p.m. without making motions. Board Bylaw 9323 is being submitted with recommended language from CSBA.

ALTERNATIVES:

1. Approve the amendment of Bylaws of the Board 9323 – Meeting Conduct.
2. Do not approve the amendment Bylaws of the Board 9323 – Meeting Conduct.
3. Adopt a modified version of the amendment to Bylaws of the Board 9323 – Meeting Conduct.

RECOMMENDATION:
Approval of 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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9323(a)

Meeting Conduct

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared *in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.* ~~and delivered in advance to all Board members and to other persons upon request.~~

(cf. 9322 - Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 - President)

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:030 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and may be adjourned to a later date.

(cf. 9320 - Meetings and Notices)

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. A majority of the number of filled positions on the Board constitutes a quorum. (Education Code 5095, 35165 35164)

~~Unless otherwise provided by law, affirmative votes by a majority of all the membership of the Board are required to approve any action under consideration, regardless of the number of members present. (Education Code 35164)~~

(cf. 9323.2 - Actions by the Board)

Abstentions

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall ***not be counted for purposes of determining whether a majority of the membership of the Board has taken***

OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9323(b)

~~action. be considered to concur with the action taken by the majority of those who vote, whether affirmatively or negatively.~~

(cf. 9270 - Conflict of Interest)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be required to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

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

1. The Board shall give members of the public an opportunity to address the Board ***on any item of interest to the public that is within the subject matter jurisdiction of the Board***, either before or during the Board's consideration of ~~the each~~ item of business to be discussed at regular or special meetings. (Education Code 35145.5, Government Code 54954.3)
2. At a time so designated on the agenda, members of the public may bring before the Board, at ~~a regular meeting~~, matters that are not listed on the agenda. The Board ~~may refer such a matter to the Superintendent or designee or take it under advisement, but shall not take no~~ ***action or discussion on any item not appearing on the posted agenda, except as authorized by law.*** at that time except as allowed by law. The matter may be placed on the agenda of a subsequent meeting for action or discussion by the Board. (Education Code 35145.5, Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9323(c)

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

(cf. 9130 - Board Committees)

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

Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

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

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

Whenever a member of the public initiates specific complaints or charges against an employee, the Board president shall inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. ***The Board president shall also encourage the complainant to file a complaint using the appropriate district complaint procedure.***

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 9321 - Closed Session Purposes and Agendas)

7. The Board president shall not permit any disturbance or willful interruption of Board

OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9323(d)

meetings. Persistent disruption by an individual or group shall be grounds for the chair **president** to terminate the privilege of addressing the Board.

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

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

Recording by the Public

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

(cf. 9324 – **Board Minutes and Recordings**)

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

Legal Reference:

EDUCATION CODE

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35010 Prescription and enforcement of rules

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

GOVERNMENT CODE

54953.5 Audio or video tape recording of proceedings

54953.6 Broadcasting of proceedings

54954.2 Agenda; posting; action on other matters

54954.3 Opportunity for public to address legislative body; regulations

54957 Closed sessions

54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

402 Disruption of assembly or meeting

COURT DECISIONS

McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275

OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9323(e)

Rubin V. City of Burbank, (2002) 1001 Cal.App.4th 1194

Baca v. Moreno Valley Unified School District, (C.D. Cal. 1996) 936 F. Supp. 719

ATTORNEY GENERAL OPINIONS

76 Ops.Cal.Atty.Gen. 281 (1993)

66 Ops.Cal.Atty.Gen. 336, 337 (1983)

63 Ops.Cal.Atty.Gen. 215 (1980)

61 Ops.Cal.Atty.Gen. 243, 253 (1978)

55 Ops.Cal.Atty.Gen. 26 (1972)

59 Ops.Cal.Atty.Gen. 532 (1976)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2005

Board Presidents' Handbook, rev. 2002

Maximizing School Board Governance: Boardsmanship

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES

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

California Attorney General's Office: <http://www.caag.state.ca.us>

Adopted: 10-19-77

Amended: 3-2-83, 11-6-84, 11-13-90, 3-12-02, 9-17-02

TO: MEMBERS, BOARD OF EDUCATION

FROM: Debra A. Burgher, Principal

DATE: February 15, 2011

SUBJECT: Brookside Elementary School, Monthly Board Report

SCHOOL SITE COUNCIL MEETING: Brookside site council met on January 25, 2011. A review of the movie *Race To Nowhere* was discussed and what implications it might have for elementary schools. A summary of the Single Plan was presented and approved. Other agenda items: Lice notification to parents, a request that teacher's websites post upcoming homework, tests and projects. There was a discussion about the amount of homework in 4th grade and the idea of a school banner for the MPR was brought forward.

ENRICHMENT

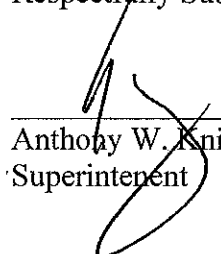
- **Brown Bag Lunch Events:**
Feb. 1 @ 12:30 in the MPR – Wildlife Conservation: Lions, Tigers & Black Rhinos
Feb. 8 @ 12:30 in the MPR – Paper or Plastic: Is There a Better Answer?
- **GATE Parent Meeting:** Feb. 4 @ 9:00 in the Computer Lab
- **CAG Conference:** Feb. 24-26 in Palm Springs Denise Keane, Jackie Greenhill and Debra Burgher to attend

MANDARIN CHINESE: Mrs. Shih has been teaching 5th graders about their Chinese names and those of their classmates. They are counting 1-10 and learning Chinese songs. Students are studying the twelve zodiac animals and learning about Chinese holidays. Students learned basic movements through TPR. Students studied China's geography through coloring maps. Chinese New Year will be greeted with songs and by finishing New Year dragon masks.

HIGHLIGHTS:

Feb 16 Staff Meeting – Susan Roberts is special guest
Feb 18 Wright Brothers Assemblies
Feb 22 School Tour for Prospective Parents @ 9:00
Feb 22 MCMS Jazz Band performs at Brookside 1:30
Feb 24 Blood Drive
Feb 28 Spirit Assembly – 2nd Graders perform 8:35

Respectfully Submitted:



Anthony W. Knight, Ed.D.
Superintendent

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

FROM: Erik Warren, Principal, Oak Hills Elementary School

DATE: February 15, 2011

SUBJECT: Monthly Board Report

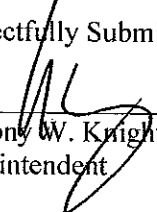
I am glad to report that the third annual Oak Hills Spelling Bee, held on January 13th, was a great success. A courageous group of 25 third through fifth graders challenged themselves in front of an energetic and supportive audience. The spectators were treated to an exciting finish as the last handful of competitors battled it out to the finish. In the end fifth grader Felicia Wang took top honors, and fourth grader Titan Teachman was the runner up. Special thanks go to Mrs. Townsend for organizing the event, and to Nurse Lisa for serving as the pronouncer, and Mrs. Rossiter being the official judge.

To celebrate the end of the first half of the school year, our fall Student Council organized an old-fashion carnival. On Friday afternoon, January 21st, each class organized a booth with games including a ring toss, fishing for prizes, apple bobbing, and even fortune telling. There was even music and dancing. A good time was had by all! We are proud of all that these student leaders have accomplished in the first semester, and we are looking forward to electing our spring semester Student Council.

Students participating in our After School Drama Program performed to a packed house and received rave reviews. On January 11th the first through third grade group performed *Peter Pan*, and on January 20th the fourth and fifth grade group performed *Alice in Wonderland*. For each play, a full dress rehearsal was held during the day so our students could see their classmates perform followed by an evening performance for parents, friends, and family members. Our students' hard work memorizing their lines, songs and dance moves, and the end result was very impressive. Special thanks to Alina and her crew from Acting Out West, along with our tireless parent volunteers. The spring production is already underway!

We are proud to announce the first edition of the Oak Hills School Newspaper, Coyote Chronicle. This project began at the beginning of the school year as an extension activity for our identified GATE students. The paper contains news coverage of all our major events as well as in-depth interviews of our teachers. There are even some puzzles and comics. To keep up with media technology trends, and to be kind to the environment, the group decided to make the Coyote Chronicle an on-line newspaper. As soon as a few finishing touches are completed, the Chronicle will be posted to our school's website.

Respectfully Submitted;



Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION

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

DATE: February 15, 2011

SUBJECT: Monthly Board Report

School Musical

The organization, Kids Acting Out – West which is an after school enrichment program, presented their first musical on January 21 at 6:30 in the MPR. *Alice in Wonderland* was staged using the talents of 25 students in grades K through 5. An enthusiastic full house of parents and students viewed the production. A shorter version of the same musical was shown to just students that same day in the morning.

American Revolution Field Trip

On January 10 and 11, costumed fifth grade students actively participated in an in-house field trip in which they acted out roles as American Revolutionary leaders and explained issues and actions during the period. As a moderator proceeded through a timeline of historical events, three competitive teams each class competed by earning points based upon knowledge, participation and acting performance.

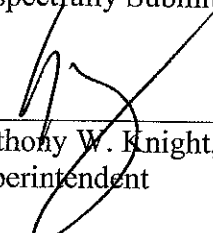
Scholastic Book Fair

Our school library hosted a Scholastic Book Fair from January 31 to February 8. The Book Fair was open to students at recess, lunch and after school. Students and parents also used evening and weekend times and dates for viewing. Puppy Clifford was on hand on Saturday along with guest readers, teachers Mrs. Sorensen and Ms. Lund. This event raised money to add books to both our school and classroom libraries. An additional event this year is our Used Adult Book Raffle. The money raised from the sale of these books will fund the purchase of books about the 50 states used for 5th grade reports.

Parenting Classes

Parenting Classes began in January and continue on each Tuesday night through March. Parents are welcome to join at any time. The classes begin at 6:30 and end at 8:00 in the Red Oak Library. Deborah King is the facilitator and together the parents learn about ways to help successfully deal with the many challenges they face in raising well-rounded children.

Respectfully Submitted:



Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION

FROM: BRAD BENIOFF, PRINCIPAL, MEDEA CREEK MIDDLE SCHOOL

DATE: FEBRUARY 15, 2011

SUBJECT: MONTHLY SCHOOL REPORT

China Museum Day February 1st: Our 7th grade Humanities students and their teachers hosted an interactive display of their culminating projects for their unit on China.

Astrocamp Meeting: February 3: 6:30 MCMS Library: The annual orientation meeting for parents and students was held on February 3rd.

MCMS Basketball at Lindero February 2nd: Our 8th graders teamed up again for a friendly, competitive game.

Solar Derby in 6th Grade Science Classes: Our students will be working on their solar cars to learn the power of the sun.

County Spelling Bee: February 17th at 3:15: MCMS hosts this year's regional Ventura County Spelling Bee in the MCMS library. Do join us and these exceptional spellers!

MCMS Jazz Band Plays at OPUSD Elementary Schools February 7th, 10th and 22nd: Thanks to MCMS outstanding Band Director, Elana Levine, and the elementary principals for arranging this experience. It gives elementary school students a chance to see the possibilities, when they get to middle school, of being a band member.

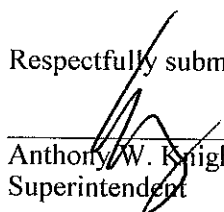
Astrocamp: February 14-16: 120 8th graders will be going to Idylwild this month with Assistant Principal, Amanda Bagheri, science teachers Marianne Seaborne and Katie Cohen and parent chaperones to explore physical science and outdoor expeditions!

American Heart Association February 18th: makes presentations in MCMS Physical Education classes.

Hoops For The Heart: February 23, 24: Once again, P.E. will host this fitness event that raises money and awareness for the prevention of Heart Disease. Later we will share the totals donated from grades 6-8 to the American Heart Association for 2011. Thanks to Al Calce, Department Chair, and teachers Mark Jacobs, Frances Hermosillo, Neva Fast, and Kyle Kegley.

Congratulations to 8th Grader Keith Schneider: His business letter to Staples, written as an assignment for his Computers elective class, received a reply from the company with \$100.00 in coupons, which Keith generously donated to his school!

Respectfully submitted,


 Anthony W. Knight, Ed.D.
 Superintendent

TO: Members of the Oak Park Unified Board of Education

FROM: Kevin Buchanan, Principal, Oak Park High School

DATE: February 15, 2011

SUBJECT: Monthly Board Report

Winter Formal

OPHS Winter Formal was held on Saturday February 12th in the Gym from 7-11 p.m. The Theme is Candyland with Barts Carts of handmade cotton candy, freshly made donuts, kettle corn, milk shakes, malts and floats. The dance featured music videos, live-feed streaming of the dancing crowd, and dancer boxes. Tickets are \$30 with ASM card, \$40 without.

Artificial Turf Field

We are currently in discussions with parties interested in funding the installation of artificial turf on the football stadium field. We have met with several companies who manufacture and install these fields as well as visiting other schools and colleges where these fields are in use.

Science Olympiad

OPHS will be sending a team to the Science Olympiad on February 26.

Race To Nowhere

Two community screenings of this nationally recognized documentary film followed by facilitated discussions along with a panel of educators, students, and Board members were held on January 6th in the Pavilion. Three additional screenings were held for students and staff and the reaction was very positive. Approximately 500 community members attended the public screenings, and 550 students accompanied by 18 teachers watched the private screenings. OPHS and PFC are planning a round table forum on March 8th in G9 to further discuss the issues raised by the film. OPHS PFC and Agoura High PFC raised approximately \$1000 for each of their organizations from this event. OPHS PFC paid \$400 for the additional student screenings.

Damn Yankees

The Spring musical production is in rehearsals with a cast of 80. The performances are on March 17-19. We have conducted interviews with choreographers and have selected a young lady who is a former Oak Park graduate of the class of 2003 and is currently working as a stage manager at Disneyland. She has directed and choreographed many school and college theater productions.

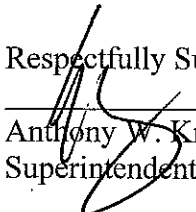
Adult Enrichment Classes

In conjunction with ASB, OPHS PFC is starting its second session of Adult Enrichment classes beginning February 21. Classes being offered include Photoshop, Computer Applications, Dance, Drama, Choral Music, Drawing and Painting, and Self-Defense.

Athletics

We are currently in the Winter sports season and girls and boys basketball teams made the CIF playoffs as has boys' soccer. The girls' soccer team will know its fate depending on the outcome of their next two games.

Respectfully Submitted by:



Anthony W. Knight, Ed.D.
Superintendent

TO: Members of the Oak Park Unified Board of Education
FROM: Lou Tabone, Principal, Oak View High School/Oak Park Independent School
DATE: February 15, 2011
SUBJECT: Monthly Board Report

Oak View

On January 4th, Mrs. Liepman's class experienced a wonderful field trip. Tony Knight joined in on the visit to the LA Science Center Ecosystems Exhibit. The students also watched the Hubbell Telescope Presentation at the IMAX. Thanks, Tony!

Our math teachers are launching a supplementary math skills computer-based program: *I Can Learn*. Students can proceed at their own pace and the teachers can assess and record progress.

Candace Arensmeyer joins us as a counselor intern from CLU. Welcome, Candace!

We have broadened our community service mission project to include The Lighthouse, a mission in Ventura devoted to serving women and infants. Dianne Large brought all of our girls for a tour and they sorted donated supplies as their community service.

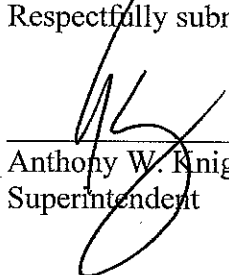
Independent School

A wonderful field trip to Medieval Times was enjoyed by our middle school students- accompanied by parents and Mrs. Harrison.

We are beginning to receive notice about successful college admissions from our seniors. Schools include Chapman College and UC San Diego. Hurrah!

Our site council is launching a donation project using the online resource known as CharityBuzz.

Respectfully submitted,



Anthony W. Knight, Ed.D.
Superintendent

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

FROM: Kim Gregorchuk, Director, Oak Park Neighborhood School

DATE: February 15, 2011

SUBJECT: Monthly Board Report

The Winter Carnival was a huge success! We do not have the final numbers, but it looks like we had over 500 people attending and raised close to \$10,000. Each year the carnival improves and is becoming a yearly event for many families of young children. Best of all, it looks like we made enough money to purchase our Ship Ahoy! play structure, and have it installed before the end of the school year. We are very excited.

Enrollment has steadily increased and we are at full capacity on Mondays, Wednesdays, and Fridays. We have limited space for Tuesday/Thursday enrollment.

Respectfully Submitted;

Anthony W. Knight, Ed.D.
Superintendent

