

OAK PARK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA #817

DATE: March 16, 2010

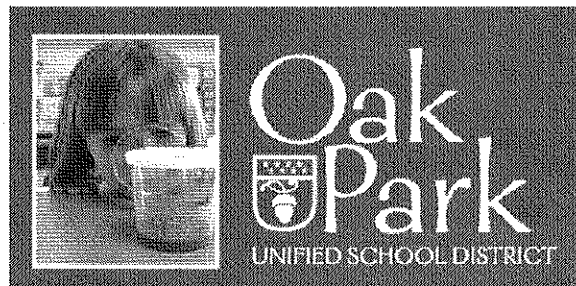
PLACE: **Oak Park High School Presentation Room – G-9**
899 N. Kanan Road, Oak Park, CA 91377

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

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

Mary Rees, President
Barbara Laifman, Vice President
Marie Panec, Clerk
Jan Iceland, Member
Cindy Vinson, Member
Dani Gold, Student Board Representative



EDUCATING TOMORROW'S LEADERS

ADMINISTRATION

Dr. Anthony W. Knight, Superintendent
Linda Sheridan, Executive Assistant
Martin Klauss, Assistant Superintendent, Business & Administrative Services
Cliff Moore, Assistant Superintendent, Human Resources
Laurel Ford, Director, Teaching and Learning
Jane Mintz, Director, Educational Technology
Cathy Skiba, Director, Pupil Services

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

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

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

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

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

All Board Actions and Discussion are electronically recorded and maintained for thirty days.

Interested parties may review the recording upon request.

Agenda and supporting documents are available for review prior to the meeting at the District Office located at 5801 E. Conifer Street, Oak Park, CA 91377

NEXT REGULAR MEETING

Tuesday, April 20, 2010

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

Oak Park High School, Presentation Room, G9

AGENDA IS POSTED AT THE FOLLOWING LOCATIONS IN OAK PARK:

District Office, 5801 East Conifer St.

Brookside Elementary School, 165 N. Satinwood Ave.

Oak Hills Elementary School, 1010 N. Kanan Rd.

Red Oak Elementary School, 4857 Rockfield St.

Medea Creek Middle School, 1002 Double Tree Rd

Oak Park High School, 899 N. Kanan Rd.

Oak View High School, 5701 East Conifer St

Oak Park Library, 899 N. Kanan Rd.

Internet Home Page: www.oakparkusd.org

OAK PARK UNIFIED SCHOOL DISTRICT
AGENDA – REGULAR BOARD MEETING #817
March 16, 2010

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

CLOSED SESSION: 5:00 p.m.

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

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

I. CALL TO ORDER: _____ p.m.

II. PUBLIC SPEAKERS – CLOSED SESSION AGENDA ITEMS

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

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

B. PUBLIC EMPLOYEE EMPLOYMENT:

C. CONFERENCE WITH LABOR NEGOTIATORS:

Agency designated representatives: Cliff Moore 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. PUBLIC SPEAKERS: SPEAKERS ON AGENDA AND NON-AGENDA ITEMS

VI. OPEN COMMUNICATIONS/PRESENTATIONS

A. BOARD REPORTS/DISCUSSION/COMMUNICATIONS

1. Remarks from Board Members
2. Remarks from Student Board Representative
3. Remarks from Superintendent
4. Report from School Site Councils
5. Report from Facilities Planning Committee

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

C. BUSINESS SESSION:

1. CONSENT AGENDA

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

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

- a. Approve Minutes of Regular Board Meeting February 16, 2010 and Special Closed Session and Board Meeting March 1, 2010**
- b. Public Employee/Employment Changes 01CL2168-01CL2177 & 01CE04680-01CE04694** 1
- c. Approve Purchase Orders – February 1 – February 28, 2010** 3
Board Policy 3300 requires Board approval of Purchase Orders
- d. Approve Acceptance of Donations** 6
Board Policy 3290 requires Board approval for donations to the District
- e. Ratify/Approve Overnight Trip for Oak Park High School Junior Statesmen of America Convention February 13-14, 2010 and April 16-18, 2010** 7
Board Policy 6153 requires Board approval for student overnight trips
- f. Approve Summer School Meal Waiver Request** 8
Education Code 49550 requires a Summer School Meal program. To apply for a waiver the Board must approve this request by April 9, 2010 which is prior to the April Board Meeting
- g. Approve Resolution #10-12 Participation in 2010-11 CSBA California School Cash Reserve Program** 9
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
- h. Approve Notice of Completion, Bid #08-02, Telescopic Seating at Oak Park High School** 56
Board approval required for job completion
- i. Approve Student Teacher Agreement with California State University Northridge March 10, 2010 – June 30, 2010** 57
Board Policy 3312 requires Board approval for contracts for services.

ACTION

2. CURRICULUM

- a. Approve Additional New Novels for Oak Park High School** 61
Board approval required in order to use State Instructional Materials Fund to purchase textbooks and literature selections
- b. Approve New Courses for Oak Park High School** 63
Board approval requested for new courses for fall 2010
- c. Approve Core Literature Book List for Oak Hills Elementary School** 71
Board approval required in order to use State Instructional Materials Fund to purchase textbooks and literature selections
- d. Approve New Novel for Oak Park Independent School** 75
Board approval required in order to use State Instructional Materials Fund to purchase textbooks and literature selections

3. HUMAN RESOURCES

- a. Approve 2010-2011 Classified Employee Holiday Calendar** 77
Board Policy 6111 requires Board approval of School Year Calendar upon recommendation from Superintendent after development with Oak Park Classified Association

b.	Public Disclosure and Approve Collective Bargaining Agreement between Oak Park Unified School District and Oak Park Classified Association	79
	<i>Government Code 3547.5 requires public disclosure of the provisions of all collective bargaining agreements</i>	
c.	Approve 2010 Summer School Program	81
	<i>Board Policy 6177 requires Board approval of summer school program</i>	
d.	Public Hearing of Oak Park Teachers Association's (OPTA) Proposal of 2010-11 Negotiations and Approve the District's Initial Response for Collective Bargaining Negotiations with OPTA	83
	<i>Government Code 3547.5 requires public disclosure of the provisions of all collective bargaining agreements</i>	
4.	<u>BUSINESS SERVICES</u>	
a.	Approve 2009-2010 Second Interim Financial Report, Certification and Budget Revisions	85
	<i>Education Code 42130 and 42131 and Board Policy 3460 requires Board approve and certification of financial reports filed on behalf of the District</i>	
b.	Approve Authorization to Purchase Relocatable Classrooms Pursuant to Public Contract Code Section 20118	87
	<i>Board approval required for purchases utilizing Measure R funds</i>	
c.	Approve Safe School Plans	89
	<i>The District must annually review and update the Safe School Plans in order to remain in compliance with Education Code 35294.2</i>	
d.	Approve Authorization of Adjustment to Assessment for Bond Measure R and C6	91
	<i>Board approval required to authorize adjustment to assessment for Bond Measures</i>	
5.	<u>BOARD POLICIES</u>	
a.	Approve Amendment to Board Policy 6145 – Extracurricular and Co-curricular Activities – Second Reading	93
	<i>Mandated policy revised to reflect new law (AB 81) which provides that a foster youth who changes residences is immediately eligible for participation in extracurricular activities and interscholastic sports. Policy also reflects new law (AB 343) which requires districts to be flexible in applying their local rules to children of military families to facilitate their eligibility for extracurricular activities. New section added on "Student Conduct at Extra-curricular/Co-curricular Events."</i>	
b.	Approve Amendment to Board Policy 6145.2 – Athletic Competition – 2nd Reading	97
	<i>Policy revised to reflect new law (AB 81) which provides that a foster youth who changes residences because of a court order or decision of a child welfare worker is immediately eligible for participation in extracurricular activities and interscholastic sports. Policy also reflects new law (AB 343) which requires districts to be flexible in applying their local rules to children of military families to facilitate their eligibility for extracurricular activities. "Health and Safety" section revised to add language that athletic equipment be cleaned and inspected for safety before the beginning of each school year.</i>	
c.	Approve Amendment to Board Policy 6146.4 – Differential Graduation and Competency Standards for Students with Disabilities – Second Reading	103
	<i>Policy revised to reflect new law (ABX4 2) which exempts, beginning with 2009-10 school year, students with disabilities from the requirement to pass the exit examination as a condition of receiving a diploma. Policy also revised to specify that students with disabilities will be provided with a course of study that provides them with a free appropriate public education in accordance with their individualized education program</i>	

- d. Approve Amendment to Board Policy 6161.1 – Selection and Evaluation of Instructional Materials – Second Reading** 107
Policy revised to reflect new laws (SBX3 4 and ABX4 2) which require that, during the hearing on sufficiency of instructional materials, the board must make a finding that students who are enrolled in the same course have “identical” standards-aligned instructional materials from the same adoption cycle. Material in policy re: “Textbook and Instructional Materials Incentive Account” deleted since this program is no longer funded.
- e. Approve Amendment to Board Policy 6173.1 – Education for Foster Youth – Second Reading** 113
Policy updated to reflect the multiple challenges facing foster youth, add language on strategies for building students’ feelings of connectedness with the school, and add monitoring of suspension/expulsion rates to program evaluation.
- f. Approve Amendment to Board Policy 3100 – Budget – First Reading** 117
Policy revised to clarify the requirement that the budget formally adopted by the Board must be in the format prescribed by the CDE. The section on “Budget Criteria and Standards” updated to reflect new law (ABX 4 2) which lowers the required general fund reserve for economic uncertainty until fiscal year 2011-12.
- g. Approve Amendment to Board Policy 6158 – Home Independent Study – 1st Reading** 123
The revisions to this policy are suggested after annual review by Oak Park Independent School staff and Director.

VII. INFORMATION ITEMS

VIII. OPEN DISCUSSION

IX. 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 129
- 2. Oak Hills Elementary School Report 130
- 3. Red Oak Elementary School Report 131
- 4. Medea Creek Middle School Report 132
- 5. Oak Park High School Report 133
- 6. Oak View High School/Oak Park Independent School 134
- 7. Oak Park Neighborhood School 135

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

2-16-10

#815

CALL TO ORDER/MEETING PLACE

The Board of Education President, Ms. Mary Rees, called the regular meeting to order at 5:01 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Ms. Mary Rees., President, Ms. Barbara Laifman, Vice President, Ms. Marie Panec, Clerk, Ms. Jan Iceland, Member, and Ms. Cindy Vinson, Member.

PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 5:02 p.m.

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mary Rees, reconvened the regular meeting to order at 6:03 p.m. in the Oak Park High School, Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Ms. Mary Rees., President, Ms. Barbara Laifman, Vice President, Ms. Marie Panec, Clerk, Ms. Jan Iceland, Member, Ms. Cindy Vinson, Member and Ms. Dani Gold, Student Board Rep.

STAFF PRESENT

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

STAFF ABSENT

Ms. Cathy Skiba, Director, Pupil Services

FLAG SALUTE

Diane Starzak led the Pledge of Allegiance to the Flag

REPORT ON CLOSED SESSION

During Closed Session held this evening the Board took no action.

ADOPTION OF AGENDA

On motion of Barbara Laifman, seconded by Cindy Vinson, the Board of Education adopted the agenda except to pull item C.3.c and C.4.a. Motion carried 5-0.

PUBLIC COMMENTS

None

REPORT FROM BOARD MEMBERS

Board Member Cindy Vinson congratulated Brookside Elementary staff, students and parents who will be having a Distinguished School visit this March. Mrs. Vinson reported she attended the GATE DAC meeting where they discussed how to meet the needs of GATE students who are also special education

students. She also attended the Safe Kids Task Force and the Technology Committee meetings. Board Member Barbara Laifman reported she attended the MAC meeting where Mike Green has been named the new Chairman. They will be discussing the 4-way stop at Doubletree at the April meeting and before making a final recommendation on that stop sign, would like input from Mr. Benioff about changes proposed in the MCMS parking lot. Mrs. Laifman reported she attended the Grand Opening of the Pavilion with the new seating and she also attended the Brookside Elementary School Ribbon Cutting Ceremony. Mrs. Laifman also attended the Wellness Council and the EEAC Meeting where they are focused on the Eco Festival in April. She also attended the MCMS International Day and was very impressed to see so many students, teachers and parents involved. Board Member Jan Iceland also congratulated Brookside Elementary on their Distinguished School visit. She also attended the Grand Opening at OPHS Pavilion. Mrs. Iceland reported this Saturday night is the Chinese New Year celebration at the Civic Arts Plaza where many of Oak Park students will be performing. She reported she met with Rob Collins, Simi Unified Board Member, to discuss the counterpoints to his letter and he has agreed to tone down his rhetoric. Mrs. Iceland also reported she attended the Finance Committee meeting where they discussed the \$2.5 million deficit for the 2010-11 school year. This is an on-going discussion. Board Member Marie Panec thanked Jan Iceland for working with Mr. Collins on getting him to tone down his letter. She also attended the International Day at MCMS which was fabulous. This International Day started out so small and has now grown into quite a wonderful event for the school. Ms. Panec reported she attended the Facilities Planning Committee meeting and the Tuesday morning update meetings. One of the topics is the replacement of the trailers at OPHS and while the SEAC group is delighted they will be replaced, they would like to be included in the discussion to be sure that the needs of the students are being met with the replacement models. Board Member Mary Rees remarked that with Facilities Planning Committee, International Day, and Finance Committee, she wanted to thank everyone for their efforts over the next few months to work together, parents, Friends, teachers, classified, and administration, on our serious finance problems to continue our common goal which is to provide the best education for the students of Oak Park Unified School District.

REPORT FROM STUDENT BOARD REPRESENTATIVE

Ms. Gold reported she attended the last Life Skills Retreat in February and she wanted to thank the staff for such a great experience. The ASB is considering a spring fundraiser of miniature golf and making it a community event. Comedy Sportz is this Friday night and "Sound of Music" will be performed March 11-13. Also the Monte Carlo night will be held in March.

REPORT FROM SUPERINTENDENT

Dr. Knight thanked the Oak Park community for their generous donation to the Haitian relief. The "One Day-One Dollar" campaign raised \$5,700 to the UNICEF for Haiti fund. Dr. Knight attended the MCMS International Day which was great. We often don't feel our schools have diversity but that sure was not evident on that day. He also commended the Brookside Elementary School community on their Distinguished School visit. Dr. Knight also commended the solar derby held at OPHS by MCMS students. This was one of the nine Edison Challenge groups the District has participating this year. Dr. Knight is advising a Rocket Group at OPHS. There are 700 teams participating of which 100 groups will be picked to advance to Virginia and then on to the next level in Paris.

SCHOOL SITE COUNCIL REPORTS

Brookside Elementary School – Debbie Burgher reported the School Site Council discussed their Distinguished School visit, recess concerns, PTA sponsored bus field trips and potential "seed the table" program.

Oak Hills Elementary School – Leslie Heilbron reported the School Site Council approved the Single School Plan, discussed the FLAP grant, conducted school-wide spelling bee, conducted a fundraiser at Fresh N' Easy and held a Book Fair.

Medea Creek Middle School – Lori Byers reported the School Site Council discussed changing the bell schedule, the budget and enrollment, and 8th grade transition counseling meetings.

Oak Park High School – Doug Orens reported the School Site Council discussed the WASC visit to be held in April, ASB activities, senior awards, and handbook revisions.

PRESENTATION

Diane Starzak presented Brenda Small, President of Music for Heart, who presented a check to the District to purchase a defibrillator to use at ROES. There will be a Kindergarten student at ROES in the fall who has a serious heart condition that will make the availability of a defibrillator most beneficial.

Facilities Planning Committee – Tom Wulf reported the Facilities Planning Committee is focusing on the 2010 Summer projects, modernization projects at OPHS and BES and community outreach and website updates.

Child Nutrition/Energy Conservation Update – Julie Suarez reported to the Board on both Child Nutrition and Energy Conservation efforts.

DISCUSSION

Budget Update – Martin Klauss discussed the Districts preliminary 2010-11 Budget shortfall of \$2.5 million.

C.1. CONSENT AGENDA

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

- a. Approve Minutes of Regular Board Meeting January 19, 2010
- b. Public Employee/Employment Changes 01CL2161-01CL2167 & 01CE04658-CE04679
- c. Approve Purchase Orders – January 1 – January 31, 2009
- d. Approve Acceptance of Donations
- e. Approve Overnight Trip for Oak Park High School Dance Team – March 26-28, 2010
- f. Approve Overnight Trip for Oak Park High School Track & Field Team – June 4-5, 2010
- g. Approve Overnight Trip for Oak Park High School Spring Athletic Team Play Offs, As Necessary
- h. Approve Quarterly Report on Williams Uniform Complaints – January 2010
- i. Approve Renewal of Agreement for Pupil Transportation –Durham Transportation
- h. Approve Consultant Agreement Renewal for Services in Connection with FCC E-Rate Program Application
- i. Approve Expulsion of Student in Disciplinary Case #01-09/10

ACTION

2. BUSINESS SERVICES

a, Approve Specified Master Plan Projects

On motion of Jan Iceland, seconded by Cindy Vinson, the Board of Education approved the specified Master Plan Projects including purchasing new portables for Oak Park High School. Motion carried 5-0.

b. Discuss and Approve the Potential Land Sale of Unused District Property

On motion of Marie Panec, seconded by Cindy Vinson, the Board of Education approved directing staff to explore possibilities of potential land sale of unused district property up to and including initiating appraisal of properties. Motion carried 5-0.

3. CURRICULUM

a. Approve Consolidated Programs Application Part II – 2009-2010

On motion of Marie Panec, seconded by Jan Iceland, the Board of Education approved the Consolidated Programs Application Part II – 2009-2010. Motion carried 5-0.

b. Approve 2009-10 Single Plans for School Achievement

On motion of Marie Panec, seconded by Jan Iceland, the Board of Education approved the 2009-10 Single Plans for School Achievement. Motion carried 5-0.

5. BOARD

a. Approve Resolution #10-04 Census in Schools Week

On motion of Jan Iceland, seconded by Cindy Vinson, the Board of Education approved Resolution #10-04 Census in Schools Week. Motion carried 5-0.

b. Approve 2010 CSBA Delegate Assembly Election of Candidates

On motion of Cindy Vinson, seconded by Marie Panec, the Board of Education approved the election of candidates Darlene Bruno, Rob Collins, Deborah DeVries, and Jan Iceland as 2010 CSBA Delegate Assembly members. Motion carried 5-0.

6. BOARD POLICIES

a. Approve Amendment to Board Policy 3270 – Sale and Disposal of Books, Equipment and Supplies – Second Reading

On motion of Jan Iceland, seconded by Cindy Vinson, the Board of Education approved the amendment to Board Policy 3270 – Sale and Disposal of Books, Equipment and Supplies. Motion carried 5-0.

b. Approve Amendment to Board Policy 3280 – Sale or Lease of District-Owned Real Property – Second Reading

On motion of Cindy Vinson, seconded by Jan Iceland, the Board of Education approved the amendment of Board Policy 3280 – Sale or Lease of District-Owned Real Property with changes. Motion carried 5-0.

c. Approve Amendment to Board Policy 5117 – Interdistrict Attendance – 2nd Reading

On motion of Barbara Laifman, seconded by Jan Iceland, the Board of Education approved the amendment of Board Policy 5117 – Interdistrict Attendance with changes. Motion carried 5-0.

d. Approve Amendment to Board Policy 6111 – School Calendar – Second Reading

On motion of Cindy Vinson, seconded by Barbara Laifman, the Board of Education approved the amendment of Board Policy 6111 – School Calendar. Motion carried 5-0.

e. Approve Amendment to Board Policy 6146.1 – High School Graduation Requirements – Second Reading

On motion of Jan Iceland, seconded by Barbara Laifman, the Board of Education approved the amendment of Board Policy 6146.1 – High School Graduation Requirements. Motion carried 5-0.

f. Approve Amendment to Board Policy 3100 – Budget – First Reading

Item pulled to get more information.

g. Approve Amendment to Board Policy 6145 – Extracurricular and Co-curricular Activities – First Reading

On motion of Jan Iceland, seconded by Barbara Laifman, the Board of Education approved the amendment of Board Policy 6145 – Extracurricular and Co-curricular Activities with changes. Motion carried 5-0.

h. Approve Amendment to Board Policy 6145.2 – Athletic Competition – First Reading

On motion of Cindy Vinson, seconded by Jan Iceland, the Board of Education approved the amendment of Board Policy 6145.2 – Athletic Competition. Motion carried 5-0.

i. Approve Amendment to Board Policy 6146.4 – Differential Graduation and Competency Standards for Students with Disabilities – First Reading

On motion of Marie Panec, seconded by Cindy Vinson, the Board of Education approved the amendment of Board Policy 6146.4 – Differential Graduation and Competency Standards for Students with Disabilities. Motion carried 5-0.

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

On motion of Cindy Vinson, seconded by Jan Iceland, the Board of Education approved the amendment of Board Policy 6161.1 – Selection and Evaluation of Instructional Materials. Motion carried 5-0.

k. Approve Amendment to Board Policy 6173.1 – Education for Foster Youth – First Reading

On motion of Jan Iceland, seconded by Marie Panec, the Board of Education approved the amendment of Board Policy 6173.1 – Education for Foster Youth. Motion carried 5-0.

VII. INFORMATION ITEMS

VIII. OPEN DISCUSSION

IX. ADJOURNMENT:

There being no further business before this Board, the meeting is declared adjourned at 8:15 p.m.

Date _____ President of the Board

Date _____ Clerk or Secretary of the Board

**MINUTES OF SPECIAL CLOSED SESSION AND BOARD MEETING 3-1-10
BOARD OF EDUCATION**

#816

CALL TO ORDER/MEETING PLACE

The Board of Education President, Ms. Mary Rees, called the special closed session and board meeting to order at 4:05 p.m. at Oak Park Unified School District Conference Room, 5801 E. Conifer Street, Oak Park.

BOARD PRESENT

Ms. Mary Rees., President, Ms. Barbara Laifman, Vice President, Ms. Marie Panec, Clerk, Ms. Jan Iceland, Member, and Ms. Cindy Vinson, Member.

PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 4:06 p.m.

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mary Rees, reconvened the special meeting to order at 4:36 p.m. in the Oak Park Unified School District Conference Room, 5801 E. Conifer Street, Oak Park.

BOARD PRESENT

Ms. Mary Rees., President, Ms. Barbara Laifman, Vice President, Ms. Marie Panec, Clerk, Ms. Jan Iceland, Member, and Ms. Cindy Vinson, Member.

STAFF PRESENT

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

FLAG SALUTE

Cliff Moore led the Pledge of Allegiance to the Flag

REPORT ON CLOSED SESSION

During Closed Session held this evening the Board took action to issue a notice of non-reelection to temporary certificated employees, identified by #'s 1-14, pursuant to Education Code Section 44954, effective at the end of the 2009-2010 school year, and directed the Superintendent or designee to send out appropriate legal notices. The roll call vote was as follows: Ayes: 5, Nays: 0, Abstentions: 0.

In closed session, the Board took action to issue a notice of non-reelection to temporary certificated employees, identified by #'s 1-2, pursuant to Education Code Section 44954, effective at the end of the 2009-2010 school year, and directed the Superintendent or designee to send out appropriate legal notices. The roll call vote was as follows: Ayes: 5, Nays: 0, Abstentions: 0.

In closed session, the Board took action to issue a notice, pursuant to Education Code Section 44951, that the certificated administrative employee(s) identified by #'s 1-13 may be released effective at the end of the 2009-2010 school year and reassigned to another position beginning in the 2010-2011 school year, and/or have their work year and/or compensation reduced, and directed the Superintendent or designee to send out appropriate legal notices. The roll call vote was as follows: Ayes: 5, Nays: 0, Abstentions: 0.

3. Approve Resolution #10-07 Reducing or Discontinuing Particular Kinds of Service

On motion of Jan Iceland, seconded by Cindy Vinson, the Board of Education approved Resolution #10-07 Reducing or Discontinuing Particular Kinds of Service. Motion carried 5-0.

5. Approve Resolution #10-09 – Determination of Seniority Among Employees with the Same Seniority Date (“Tie Breaker Resolution”)

On motion of Marie Panec, seconded by Barbara Laifman, the Board of Education approved Resolution #10-09 Determination of Seniority Among Employees with the Same Seniority Date (“Tie Breaker Resolution”) with changes to #16. Motion carried 5-0.

6. Approve Resolution #10-10 – Endorsing March 4, 2010 As Day of Action

On motion of Cindy Vinson, seconded by Jan Iceland, the Board of Education approved Resolution #10-10 - Endorsing March 4, 2010 As Day of Action. Motion carried 5-0.

7. Approve Resolution #10-11 – Opposing Governor’s Proposed 2010-11 Education Budget

On motion of Jan Iceland, seconded by Marie Panec, the Board of Education approved Resolution #10-11 – Opposing Governor’s Proposed 2010-11 Education Budget. Motion carried 5-0.

8. Discuss and Approve 2010 Summer School Concept

On motion of Jan Iceland, seconded by Barbara Laifman, the Board of Education approved pursuing Scenario 1, K-12 Summer School. Motion carried 5-0.

There being no further business before this Board, the meeting is declared adjourned at 5:27 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, Superintendent

DATE: March 16, 2010

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

1

Consent

ISSUE: Approval/ratification of certificated personnel actions.

AUTHORIZATION TO EMPLOY

Number	Name	Classification	Start Date	Fund Source	Site/Grade

AUTHORIZATION TO PAY STIPEND

Number	Name	Assignment	Effective	Fund	Amount	Site
01CE04680	Matt Micek	Game Mgmt. BBB	12/09-2/2010	ASB	1575.00	OPHS
01CE04681	Matt Micek	Game Mgmt. BBB tourn	12/8-12/2009	ASB	825.00	OPHS
01CE04682	Dick Billingsley	Nutrition Supervisor	1/28-6/17/10	Site	500.00	OPHS
01CE04683	Aaron Shaw	Nutrition Supervisor	9/2/09-1/22/2010	Site	500.00	OPHS
01CE04684	Dick Billingsley	Athletic Director	8/24/09-1/2010	Site	4115.00	OPHS
01CE04685	Ann Pettit	Athletic Director	1/26-6/17/2010	Site	4115.00	OPHS
01CE04686	Russ Peters	Game Mgmt. GBB	12/1/09-2/10/10	ASB	1200.00	OPHS
01CE04687	Russ Peters	Game Mgmt. BSoccer	2/6/2010	ASB	75.00	OPHS
01CE04688	Rob Hall	GBB Varsity Coach	11/23/09-2/12/10	Site	3265.00	OPHS
01CE04689	Gillian Gamboa	PE Testing	2/9-5/30/2010	Site	200.00	OPIS
01CE04690	Susan Allen	Library Design, Coord.	1/22-6/17/2010	Site	150.00	OVHS
01CE04691	Aaron Shaw	BBB Varsity Coach	11/23/09-2/12/10	Site	2835.00	OPHS
01CE04692	Tim Chevalier	BBB Ass't. Coach	11/23/09-2/12/10	Site	1840.00	OPHS

IN-SERVICE CHANGE

Number	Name	Change	Effective	Fund	Site
01CE04693	Leslie Heilbron	Ass't. Superintendent HR	July 1, 2010	General	OHES
01CE04694	Cliff Moore	Retirement-Ass't. Super. HR	June 30, 2010	General	DO

SEPARATION

Number	Name	Position	Separation	Effective Date	Site

Prepared by:
Clifford Moore, Assistant Superintendent
Human Resources

Respectfully Submitted,

Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 16, 2010

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

CONSENT

ISSUE: Approval/ratification of classified personnel actions.

AUTHORIZATION TO HIRE

Number	Name	Position	Salary	Fund	Start Date	Site
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AUTHORIZATION TO PAY STIPEND

Number	Name	Assignment	Effective	Fund	Amount	Site
01CL2168	Silver Martinez	Boys' Var. Soccer Coach	11/21/09-2/12/10	ATH	\$2270.00	OPHS
01CL2169	Silver Martinez	Boys' Var. Soccer Coach	11/21/09-2/12/10	ASB	\$140.00	OPHS
01CL2170	Ken Golub	G. JV Basketball Coach	11/23/09-2/12/10	ATH	\$1700.00	OPHS
01CL2171	Mike Braico	Boys JV Soccer Coach	11/23/09-2/12/10	ATH	\$1555.00	OPHS
01CL2172	Sam Levine	B. Basketball Asst Coach	11/23/09-2/12/10	ASB	\$1000.00	OPHS
01CL1273	Kelly Ross	B. Basketball F/S Coach	11/23/09-2/12/10	ATH	\$1700.00	OPHS
01CL1274	Ryan Yeager	B. Basketball JV Coach	11/23/09-2/12/10	ATH	\$2125.00	OPHS
01CL1275	Kathryn Klamecki	Girls Soccer Asst Coach	11/23/09-2/12/10	ATH	\$400.00	OPHS

IN-SERVICE CHANGE

Number	Name	Change	Effective Date	Site
01CL2176	Diane Rishe	Increase in hours to 16.67hrs week	1/4/10	ROES
01CL2177	Nicole Saidi	Move from OPNS to OHES 25 hrs week	3/16/10	OHES

SEPARATION

Number	Name	Position	Separation Type	Effective Date	Site
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Prepared by:
Cliff Moore Assistant Superintendent /Human Resource

Respectfully Submitted,

Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 16, 2010
SUBJECT: C.1.c APPROVE PURCHASE ORDERS

CONSENT

ISSUE: Shall the Board approve the attached purchase orders issued February 1, 2010 through February 28, 2010?

BACKGROUND: Attached is the Purchase Order Report listing all purchase orders issued February 1, 2010 through February 28, 2010. The report provides detailed information of all purchase orders issued during this 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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Oak Park Unified School District
Regular Board Meeting, March 16, 2010

APPROVAL OF PURCHASE ORDERS ISSUED 02/01/10 THROUGH 02/28/10

PO NO.	VENDOR	DESCRIPTION	SITE	FUND	AMOUNT
B10-0198	AT & T/MCI	Annual Telephone Service	OHES	10	\$2,300.00
B10-0199	CSMG	E-Rate Consulting for 2009-2010 School Year	BusSvs	10	\$6,000.00
B10-0200	AT & T/MCI	Annual Telephone Service	OVHS	10	\$1,500.00
B10-0201	VCOE	1:1 Aide/OPUSD Special Ed Student	PupSvs	10	\$34,000.00
B10-0202	Parent of Special Ed Student	NPS/Parent Travel Reimbursement	PupSvs	10	\$6,000.00
B10-0203	The Help Group	NPS/Special Ed Student Placement	PupSvs	10	\$19,391.90
B10-0211	AT & T/MCI	Annual Telephone Service	ROES	10	\$2,345.00
B10-0212	Karlyn Bock, Med, RN	Open Order/ Nursing Services/District-wide	HR	10	\$3,000.00
B10-0213	AT & T/MCI	Annual Telephone Service	OPHS	10	\$5,000.00
B10-0214	National Deaf Academy	NPS/Special Ed Student Placement	PupSvs	10	\$40,950.00
P10-0362	City of Ventura	Gr 4 Field Trip/Rock-n-Roll Geology/Donations	OHES	10	\$212.50
P10-0392	Demco	Library Materials	MCMS	10	\$67.44
P10-0393	ABC - CLIO	Greenwood Guides/PFC Donation	MCMS	10	\$499.95
P10-0394	New West Symphony	Gr 3 Field Trip/Donation	OHES	10	\$486.00
P10-0395	Lucinda Bisciglia	Reimbursement/Health Office Supplies	MCMS	10	\$148.62
P10-0396	Mathcounts Foundation	MathCounts Registration	MCMS	10	\$190.00
P10-0397	Trees and Things	Branch Removal/BES	BusSvs	10	\$625.00
P10-0398	Tri-County Education Coalition	2009/10 Membership	Board	10	\$100.00
P10-0400	Coastline Communications	Telephone and Headset Repairs	MCMS	10	\$400.00
P10-0401	Costco	Refreshments for Outdoor Ed Counselors	MCMS	10	\$233.28
P10-0403	Santa Barbara Zoo	Field Trip/Donations	BES	10	\$1,550.50
P10-0404	MeyDany Construction	Quad Improvement Project/Donation	BES	10	\$1,500.00
P10-0405	Osaka Sushi	Student Refreshments/International Day	MCMS	10	\$550.00
P10-0406	Active Marketing Now	Advertisement/CAHS Magazine	OPIS	10	\$600.00
P10-0407	Riverside Publishing	Protocols Order/Special Ed	PupSvs	10	\$104.06
P10-0408	Ronald Reagan Library	Field Trip/Donations	ROES	10	\$180.00
P10-0410	City Of Ventura	Field Trip/Donations	ROES	10	\$1,070.00
P10-0411	Durham Transportation	Bus Fees/Band Disneyland Performance/Donation	MCMS	10	\$1,161.57
P10-0412	Follett	Lang Arts Practice Books	OPIS	10	\$143.79
P10-0413	Robert Selman	Radio Purchase and Repairs	MCMS	10	\$806.00
P10-0414	McDougal, Littell & Co.	Workbooks/Instructional Materials	OPHS	10	\$453.24
P10-0415	D & S Marketing Systems	Workbooks/Instructional Materials	OPHS	10	\$764.13
P10-0416	D Hauptman Co.	Instructional Materials/Athletics	OPHS	10	\$378.62
P10-0417	Follett	Fill In Health Text Books/OPHS	Curr	10	\$496.43
P10-0418	Reagan's Country Cafe	Field Trip/Donations	ROES	10	\$325.00
P10-0419	DawnSignPress	Instr Mats/Effective Interpreting Series/PFC	OPHS	10	\$154.98
P10-0422	Crowder Backflow Services	MCMS, BES, ROES backflow prevention	BusSvs	10	\$225.00
P10-0423	F & S Fence Inc.	Fence Repair & Replacement/OPHS	BusSvs	10	\$700.00
P10-0424	School Nurse Supply Inc	Adjustable Couch/Health Office/PFC	MCMS	10	\$558.45
P10-0425	Best Buy	Tech Materials, Batteries, Camcorder/PFC	MCMS	10	\$443.75
P10-0426	Best Buy	Dig Camera/Steinman/PFC	MCMS	10	\$173.19
P10-0427	CSF/CJSF	Regional Conference/2 Student Fees	MCMS	10	\$50.00
P10-0428	ACSA	Ad in EDCAL for HS Principal	HR	10	\$960.00
P10-0429	Science Kit & Boreal Lab.	Science Materials/Science Lab/Ligeti	MCMS	10	\$81.64
P10-0430	Durham Transportation	Bus Fees/Outdoor Ed/Donation	MCMS	10	\$2,487.66
P10-0431	Durham Transportation	Bus Fees/Gr 1 Field Trip/ Donation	BES	10	\$415.21
P10-0433	Pacific Medical Systems	Defibrillator/ROES/Donation	BusSvs	10	\$2,330.00
P10-0435	Cheng & Tsui Co.	Chinese Text Books/FLAP Grant	Curr	10	\$1,417.82
P10-0436	Best Buy	Apple-Mini DVI-to-VGA Adapter	MCMS	10	\$50.23
P10-0437	Compuwave Inc.	Read 180 Headphones, Mice/PFC	MCMS	10	\$153.53
P10-0438	Ken Paulson	Workshop/Staff Development/PFC	OPHS	10	\$931.20
P10-0439	Integrated Business Concepts	Instructional Materials/PFC	OPHS	10	\$640.52

APPROVAL OF PURCHASE ORDERS ISSUED 02/01/10 THROUGH 02/28/10

PO NO.	VENDOR	DESCRIPTION	SITE	FUND	AMOUNT
P10-0440	Mike Consoletti	Lacrosse/Athletic Supplies/Donation	OPHS	10	\$504.05
P10-0441	Pro Athletic LLC	Lacrosse/Athletic Supplies/Donation	OPHS	10	\$1,275.19
P10-0442	Frank T. Ursitti Dba Channel	OPIS Field Trip	OPIS	10	\$550.00
P10-0443	Golden State Elevator	Elevator Service & Inspection/OPHS	BusSvs	10	\$987.00
P10-0444	Dept. of Industrial Relations	State Elevator Inspection/OPHS	BusSvs	10	\$210.00
P10-0445	Coach USA-Los Angeles	Bus Fees/AstroCamp/Donation	MCMS	10	\$2,390.96
P10-0446	Teachers College	Columbia Writing Project	Curr	10	\$650.00
P10-0451	Irwin Telescopic Seating	Telescopic Seating Installation/OPHS	BusSvs	10	\$50,451.00
P10-0453	Purchase Power	Postage	OPHS	10	\$909.62
P10-0454	School Health Corp.	Health Materials and Supplies	OPHS	10	\$179.91
P10-0455	Precision Business Machines	Pre-Approved Printers	OPHS	10	\$776.15
P10-0456	Paper Direct	Eagle & Gold Honor Certificates/ PFC	OPHS	10	\$419.59
P10-0457	Scantron Service Group	Scantron Maintenance	OPHS	10	\$454.00
T10-0034	Best Buy	Flip Video Camera and Batteries	MCMS	10	\$511.90
T10-0035	Compuwave	Ink for Tech Office Dell Printer	Tech	10	\$296.61
T10-0036	Tangent	Tangent Mail Spam Filter	Tech	10	\$338.28
FS10-0060	Ventura USD	Food Safety Training Class	CNS	130	\$195.00
FS10-0061	Pepsi	Water	CNS	130	\$250.00
P10-0399	Lloyd's Plumbing	OPHS & MCMS Plumbing Repairs	BusSvs	140	\$3,562.75
P10-0402	Buena Concrete	Grinding Concrete/BES	BusSvs	140	\$360.00
P10-0420	Sterling Concrete	Cancelled	BusSvs	140	\$0.00
P10-0421	Integrated Fire & Safety	Repair OVHS Fire Alarm	BusSvs	140	\$599.38
P10-0452	Letner Roofing Co.	Roof Repairs/Multiple Sites	BusSvs	140	\$6,879.52
P10-0451	Irwin Telescopic Seating	Telescopic Seating Installation/OPHS	BusSvs	212	\$150,000.00
T10-0037	Compuwave	Lab Printers	Tech	212	\$10,472.11
B10-0204	KPI Architects, Inc.	Architectural Services/District	BusSvs	213	\$2,503.00
B10-0205	KPI Architects, Inc.	Architectural Services/BES	BusSvs	213	\$14,104.00
B10-0206	KPI Architects, Inc.	Architectural Services/OHES	BusSvs	213	\$15,770.00
B10-0207	KPI Architects, Inc.	Architectural Services/ROES	BusSvs	213	\$18,005.00
B10-0208	KPI Architects, Inc.	Architectural Services/MCMS	BusSvs	213	\$38,575.00
B10-0209	KPI Architects, Inc.	Architectural Services/OVHS	BusSvs	213	\$4,470.00
B10-0210	KPI Architects, Inc.	Architectural Services/OPHS	BusSvs	213	\$220,763.00
P10-0432	CTE Testing/Engineering	Testing & Inspection/OHES/ROES/OPHS	BusSvs	213	\$22,707.00
P10-0447	Taft Electric Company	Inductive Lighting Kits/OPHS	BusSvs	213	\$2,541.58
P10-0448	Hydro-Scape Products, Inc	Hydro Sensor/OVHS Field	BusSvs	213	\$2,454.89
P10-0449	Pacific Property Restoration	Asbestos Survey/OPHS	BusSvs	213	\$3,600.00
P10-0450	ADG ECO Lighting	Parking Lot Lamp Replacement/OPHS	BusSvs	213	\$90.12
P10-0434	Bureau Veritas	Anchor/Torque Tests/OPHS Pavilion	BusSvs	400	\$780.00
TOTAL ALL PURCHASE ORDERS THIS PERIOD					\$724,892.82

SUMMARY OF PURCHASE ORDERS BY FUND

Fund Number	Fund Name	Count	Fund Total
10	General Fund	68	\$206,210.47
130	Child Nutrition Services	2	\$445.00
140	Deferred Maintenance	5	\$11,401.65
212	Measure C6 Bond Fund	2	\$160,472.11
213	Measure R Bond Fund	12	\$345,583.59
400	State Building Program Reimbursement	1	\$780.00
TOTALS		89	\$724,892.82

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 16, 2010
SUBJECT: C.I.d APPROVE ACCEPTANCE OF DONATIONS

CONSENT

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

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

<u>Site</u>	<u>Gift/Donor</u>	<u>Est. Value</u>
OHES	PE Instructor & Literacy Aides & Supplies/PTA	\$ 17,218.00
OPHS	Christopher Ruhle Scholarship Fund/Cornett Family	\$ 500.00
ROES	AED Purchase/Music for Hearts Foundation	\$ 2,330.00
OHES	PE Instructor & Literacy Aides/PTA	\$11,328.00
District	Amgen Matching Donation/Sabrina M. Piloto	\$ 600.00
District	Amgen Matching Donation/Hong Ma	\$ 245.00

RECOMMENDATION: Accept the donations with thanks.

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

Respectfully submitted,

 Anthony W. Knight, Ed.D.
 Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 16, 2010

SUBJECT: C.1.e RATIFY/APPROVE OVERNIGHT TRIP OAK PARK HIGH SCHOOL JUNIOR STATESMEN OF AMERICA CONVENTION – FEBRUARY 13-14, 2010 AND APRIL 16-18, 2010

CONSENT

ISSUE: Shall the Board ratify/approve overnight trips for the Oak Park High School Junior Statesmen of America Club?

BACKGROUND: Principal, Lynn McCormack, requests ratification/approval for these conventions scheduled for February 13-14, 2010 and April 16-18, 2010. Approximately 13-16 club members, OPHS advisor and additional chaperone(s) will travel by district-approved drivers in private vehicles. They will depart on Saturday at 8 a.m. (February 13) and 3 p.m. (April 16) returning by 5 p.m. on Sunday. Students and chaperones (male & female) will stay at the Long Beach Hilton in February and the LA Airport Hilton in April. Individual club members will pay approximately \$115 to cover the cost of convention, food & transportation. 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. Ratify/approve field trip as presented.
2. Do not ratify/approve field trip as presented.

RECOMMENDATION: Alternative #1.

Prepared by: Geri Sterling

Certified by: Lynn McCormack

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 16, 2010
SUBJECT: C.1.f APPROVE SUMMER SCHOOL MEAL WAIVER REQUEST

CONSENT

ISSUE: Shall the Board authorize the submittal of request for renewal of the summer school meal waiver to the California Department of Education (CDE)?

BACKGROUND: Education Code (EC) Section 49550 requires that all needy children be provided a nutritionally adequate free or reduced price breakfast or lunch during each school day. EC Section 49548 provides the authority to waive EC Section 49550 during the summer school session if serving meals during the summer school session would result in a financial loss to the school district. The negative financial impact has historically been an issue for the District's food service program, and the Board has annually authorized the request for this waiver. Child Nutrition Services is projecting a financial hardship if lunch service is offered during the 2010 summer school program. Accordingly, staff is recommending that the Board once again authorize the submittal of a request to CDE for renewal of this waiver. It is important to note that the summer school schedule includes a nutrition break halfway through the morning and children are encouraged to bring snacks from home.

ALTERNATIVES:

1. Authorize the submittal of a request to the California Department of Education for renewal of summer school meal waiver.
2. Do not authorize submittal of request

RECOMMENDATION: Alternative No. 1

Prepared by: Julie Suarez, Director, Business Operations

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 16, 2010
SUBJECT: C.1.g APPROVE RESOLUTION #10-12, PARTICIPATION IN CSBA CALIFORNIA SCHOOL CASH RESERVE PROGRAM

CONSENT

ISSUE: Shall the Board adopt Resolution #10-12 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. A copy of the Resolution has been provided to the Board under separate cover. 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 #10-12 authorizing the borrowing of funds for fiscal year 2010-2011, the sale of one or two series of 2010-2011 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 #10-12.

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
 Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

BOARD MEETING, MARCH 16, 2010
 Resolution No. 10-12, 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 \$460 million for the 2008-2009 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. 09-05 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. 10-12**

NAME OF DISTRICT: OAK PARK UNIFIED SCHOOL DISTRICT*

LOCATED IN: COUNTY OF VENTURA

MAXIMUM AMOUNT OF BORROWING: \$ 5,000,000.00

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-2011 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2010-2011 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, 2011 ("Fiscal Year 2010-2011") by the issuance of its 2010-2011 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2010-2011 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

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

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

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

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

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

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

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 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 2010-2011 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

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

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

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2010-2011 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 2010-2011 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 "2010-2011 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

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

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

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

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

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

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

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

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

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2010-2011 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 2010-2011 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 Subordinated Notes payable on a parity with one or more Series of outstanding Subordinated 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 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. 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, 2010 through June 15, 2011 (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. All or a portion of 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 any such Repayment Period (or day preceding a single Repayment Period), 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 2010, 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 2010, 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 2010, 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 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 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 2010-2011 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 2010-2011 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 2010-2011 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 2010-2011, (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 the final 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 2010-2011 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 2004-2005 through Fiscal Year 2008-2009, 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 2009-2010 and 2010-2011, 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 of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(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 as provided in Section 2(B)(4) hereof.

(L) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the District's acceptance of its obligations under 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 recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(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 Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2010 (the "Fiscal Year 2009-2010") 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 2009-2010 or Fiscal Year 2010-2011 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 2009-2010 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2010-2011.

(S) The District will maintain a positive general fund balance in Fiscal Year 2010-2011.

(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 2010-2011 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 "2010-2011 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 provide in a timely manner, 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, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates; (2) non-payment related defaults; (3) modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of such Series of Notes and the related Series of Certificates; (8) unscheduled draws on debt service reserves reflecting financial difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of such Series of Notes.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible 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 determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, 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) 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, 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 either (i) is approved by the owners or beneficial owners of the Certificates of the Series which evidences and represents the applicable Series of Notes in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of owners or beneficial owners, or (ii) 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) 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
2010-2011 [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>		
____ %		____, 2011		
<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, 2011 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 2010-2011 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.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Governing Board of the [Insert name of District] District/ [Insert name of County if District is an Office of Education] Board of Education, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the District/Board of Education duly and regularly held at the regular meeting place thereof on the ___ day of _____, 2010, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at _____, _____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$ _____.

Dated: _____, 2010

Secretary of the Governing Board
of the [Insert Name of District] District/ [Insert name of County if District is an Office of Education] Board of Education

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 16, 2010
SUBJECT: C.I.h APPROVE NOTICE OF COMPLETION, BID #08-02, TELESCOPIC SEATING AT OAK PARK HIGH SCHOOL

CONSENT

ISSUE: Shall the Board approve the Notice of Completion for Bid #08-02, Telescopic Seating at Oak Park High School, contracted with Irwin Telescopic Seating Corporation?

BACKGROUND: At it's meeting on August 19, 2008, the Board of Education awarded a contract for Bid #08-02, Telescopic Seating at Oak Park High School to Irwin Telescopic Seating Corporation.

The work of this project is now complete, and District staff has inspected the finished project and is satisfied that it has been completed in compliance with contract specifications. The Board is asked to approve a Notice of Completion accepting the finished project.

ALTERNATIVES:

1. Approve the Notice of Completion for Bid #08-02, Telescopic Seating at Oak Park High School, contracted with Irwin Telescopic Seating Corporation.
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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 16, 2010

**SUBJECT: C.1.i APPROVE STUDENT TEACHER AGREEMENT WITH CALIFORNIA
STATE UNIVERSITY NORTHRIDGE –MARCH 1,2010 – JUNE 30,
2010**

INFORMATION/CONSENT/ACTION

ISSUE: Shall the Board of Education enter into Student Teaching Field Work Agreement with California State University Northridge (CSUN) for the remaining school year March 1, 2010 thru June 30, 2010?

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

ALTERNATIVES: 1. Approve Student Teaching Agreement with CSUN for the year March 1, 2010 thru June 30, 2010 and authorize the Superintendent to sign the agreement on behalf of the District.

2. Do not approve Student Teaching Agreement with CSUN.

RECOMMENDATION: Alternative #1

Respectfully submitted,



Anthony W. Knight, Ed.D.
Superintendent

Prepared by:
Clifford E. Moore, Assistant Superintendent, HR

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

Agreement No. 930036
California State University, Northridge

STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the School District/School, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual costs to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge;

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

The State University and the District are as follows:

UNIVERSITY
California State University, Northridge

DISTRICT
Oak Park Unified School District

The TERM of the Agreement is July 1, 2009 to June 30, 2010.

The SERVICES to be provided by District to State shall not exceed 40 semester units of Practice Teaching.

The State shall pay District for such services at the RATE AND AMOUNT of \$25.00 per semester unit, not to exceed a total payment of \$1,000.

Invoices must be sent to:

University Accounts Payable
California State University, Northridge
18111 Nordhoff Street
Northridge, CA 91330-8202

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such 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 State through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to 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 employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The State will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the State University to practice teaching in such schools or classes.

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

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after

an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

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.

4. Within a reasonable time following the close of each semester of the State University, the District shall submit an invoice, in triplicate, to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State. All invoices for services covered on this contract must be received by University Accounts Payable no later than August 31, 2010. Any invoices received after this date will be returned unprocessed.

5. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

6. All workers' compensation insurance shall be at the cost of the District unless otherwise provided herein, and all premiums therefore shall be paid by the District. State shall reimburse District for Workers' Compensation Insurance coverage in the amount of \$-0- per student teacher semester, or \$-0- per student teacher quarter, not to exceed a total payment of \$-0-. The second sentence of this paragraph 6 shall be operative and shall supersede the first sentence of this paragraph only if the amounts are filled in and are approved by both parties hereto.

STATE OF CALIFORNIA
Trustees of the California State University

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

BY _____

Mary Rueda

TITLE Manager, Purchasing & Contract Administration

California State University, Northridge

18111 Nordhoff Street

Northridge, CA 91330-8231

818/677-2301

818/677-6544 (fax)

SCHOOL DISTRICT

Oak Park Unified School District

BY _____

TITLE _____

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 19____.

It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the

_____ is hereby authorized to execute the same.

BY _____

Clerk, Secretary (strike one) of the Governing Board of
The School District

TO: MEMBERS OF THE BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 16, 2010
SUBJECT: C.2.a. APPROVE ADDITIONAL NEW NOVELS FOR OAK PARK HIGH SCHOOL

ACTION

ISSUE: Shall the Board of Education approve additional new novels for Oak Park High School?

BACKGROUND: Oak Park High School has submitted a request for new novels to be added to the OPUSD Board Approved List. All but one of the books is on the California Department of Education List of Recommended Literature. According to policy these books must go through Curriculum Council for approval before being brought to the Board for their approval. The Curriculum Council approved these books at their meeting held on November 3, 2009.

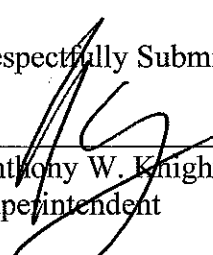
The new novels are:
The Bible used in English II Honors
Spoon River Anthology by Edgar Lee Master used by English III Honors

ALTERNATIVES:

1. Approve the additional new novels for Oak Park High School
2. Do not approve the additional new novels for Oak Park High School.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

TO: MEMBERS OF THE BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 16, 2010

SUBJECT: C.2.b APPROVE NEW COURSES FOR OAK PARK HIGH SCHOOL

ACTION

ISSUE: Shall the Board of Education approve new courses for Oak Park High School?

BACKGROUND: Oak Park High School has submitted a request to offer two new courses in the fall of 2010: Small Business/E-Commerce, a one semester course, and Children's Literature of the Fantastic, a 12th Grade college prep course.

The Curriculum Council met on March 2, 2010 and approved this book to be brought forward to the Board for their approval.

ALTERNATIVES:

1. Approve the new courses for Oak Park High School.
2. Do not approve the course for Oak Park High School.

RECOMMENDATION: Alternative #1

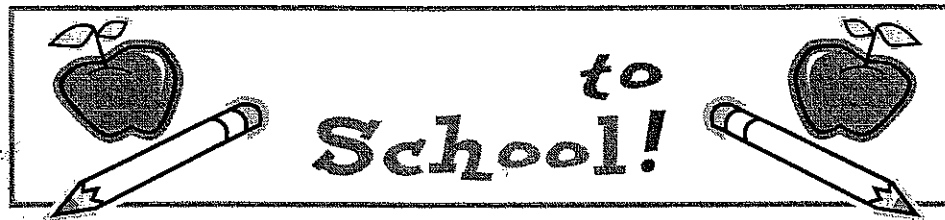
Respectfully Submitted:



 Anthony W. Knight, Ed.D.
 Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Member	_____	_____	_____	_____



New for 2010-2011

Small Business/E-Commerce One Semester

Prerequisites: Oak Park High School Computer Applications (A or B grade)

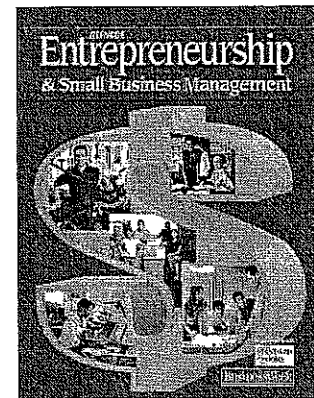
COURSE REVIEW:

Seventy percent of high school students say they want to start their own businesses. This course provides them with the information and skills for starting a small business, research and planning, marketing management, financing and growth. To incorporate the latest developments in small business management, included in the course of study will be international business opportunities, e-commerce, and the increasing importance of technology. The course combines technology information with fundamental topics needed to manage and operate a successful small business. Topics explored include:

- ✓ Characteristics of a business entrepreneur
- ✓ Management functions and decision making
- ✓ Planning and organizing a business
- ✓ Accounting and record keeping
- ✓ Financial analysis of a business
- ✓ Financing, credit and insurance
- ✓ Product planning, development and distribution management
- ✓ Technology and information management
- ✓ E-Commerce
- ✓ Nature and scope of marketing
- ✓ Human resources planning
- ✓ Employee and organizational development
- ✓ Social, ethical, and economic environment of business
- ✓ Legal aspects of business
- ✓ International environment of business

PRIMARY TEXTBOOK:

Allen, Kathleen R, and Meyer, Earl. *Entrepreneurship and Small Business Management*. New York: McGraw Hill/Glencoe, Inc. 2011. Student edition



Children's Literature of the Fantastic

Course Purpose: This course is designed to address all of the standards for 12th Grade College Prep. English through the study of children's literature. Students will read, discuss, write about and even perform classic children's literature, to gain an understanding of traditional literary works, basic universal archetypes, children's psychology and the powerful use of language found in children's literature. While not all of the literature will be considered 'easy' by students, another purpose for this course is to make complex concepts found in literature accessible to students who sometimes find reading comprehension and critical analysis difficult.

Course Outline:

Fables and Fairy Tales: A Window to the Human Psyche

Essential Question: How are fables and fairy tales a window to the human psyche?

- Students will read and analyze a selection of Aesop's fables
- Students will discuss the function of morality in Children's literature
- Students will write and illustrate their own fable based on discussions of modern morality
- Students will read and analyze classic archetypes found in fairy tales based on children's psychology (Maslow, Erikson, Piaget), Jungian theory and changing gender roles
- Students will update a classic fairy tale either by incorporating modern gender ideals or modern childhood angst
- Students will read a classic fairy tale then compare it to a Disney movie version; students will defend or oppose choices Disney made based on their understanding of modern issues and child psychology

The Picture Book: A Child's Introduction to the Joy and Comfort of Books

Essential Question: What essential qualities must be present in picture books to assure a positive introduction to the joy of reading during childhood?

- Students will write a personal narrative about the role of picture books in their life focusing on a specific memory of a favorite book and their experience of being read to as a child
- Students will research the importance of being read to during childhood
- Students will research variations in illustrations found in picture books including a survey of Caldecott award winners and the philosophies driving picture book illustration
- Students will choose a well known picture book and give a multi-media presentation of the following:
 - biography of the writer and illustrator
 - discussion of the history of criticism of the book
 - analysis of the text and illustrations
 - practiced recitation of the book in front of classroom peers and grade school students

Course Outline (continued):

The Rhythms of Childhood: Nursery Rhymes, Dr. Seuss, and exploring *Where the Sidewalk Ends*

Essential Question: What qualities found within nursery rhymes and childhood poetry, help children retain and recall them over a lifetime?

- Students will discover the historical context and alternative meanings often found in nursery rhymes
- Students will recall favorite nursery rhymes and discuss the importance of rhythm and meter for memorization
- Students will discover and discuss how adult concerns/politics/history are often reflected in childhood works (e.g. "Ring Around the Rosie," "The Lorax")
- Students will read and analyze a Dr. Seuss story for rhyme, rhythm and other poetic devices such as repetition and alliteration
- Students will choose, analyze, memorize and recite a poem from Shel Silverstein's book, *Where the Sidewalk Ends*

From Morality to Magic: The Children's Novel Over Time

Essential Question: How has the children's novel changed over time to respond to changes in culture and morality; more importantly, how have writers responded to these changes in order to keep their audience interested?

- Students will research the history of children's literature focusing on the changes in children's literature over time
- Students will read a classic Victorian children's novel and evaluate for use of literary devices, language use as well as modern viability
- Students will choose a Newbery Award winner to read and analyze and compare to the Victorian counterpart
- Through novel comparison, Students will discover the changes in children's literature over time particularly the differences in roles of boys and girls and adults and children
- Students will read a modern, popular young adult novel (such as *Harry Potter* or *Twilight*) and discuss attributes of the novel which attract young readers and compel them to become life long readers
- While reading a popular young adult novel, students will learn about the 'Hero's Journey' archetype and analyze the novel for the archetype as a reflection of the psychology of growing up
- After completion of reading the popular novel, students will trace the archetype of the Heroes Journey as a reflection of the psychology of growing up

Course Outline(continued):

So, You Want to be a Writer . . .

Essential Questions: How difficult is it to write, illustrate and publish a meaningful, entertaining and educational children's book?

- As a culminating activity, students will write, illustrate and submit for publishing their own picture book
 - students must incorporate aspects of the following:
 - child psychology
 - classic archetypes
 - current trends in children's literature
 - knowledge of classic picture book illustration
 - knowledge of the importance of rhythm, rhyme and repetition in children's literature
 - the importance of the balance between fantasy, joy and heedless fun in children's works, and masterful/mindful incorporation of adult issues and angst

Key Assignments:

- Written response/analysis of fable
- Modern re-working of fable
- Written response/comparison of classic fairy tale to Disney version
- Personal narrative about the role of picture books in student's life focusing on a specific memory of a favorite book and their experience of being read to as a child
- Students will choose a well known picture book and, give a multi-media presentation of the following:
 - biography of the writer and illustrator
 - discussion of the history of criticism of the book
 - analysis of the text and illustrations
 - practiced recitation of the book in front of classroom peers and grade school students
- Students will research the ALA banned book list, find a children's book from the list, read criticism and arguments for and against the books banning, then write a persuasive letter to argue for or against the continued banning of the book.
- Students will read and analyze a Dr. Seuss story for rhyme, rhythm and other poetic devices such as repetition and alliteration
- Students will write and illustrate their own children's poem or verse
- Students will choose, analyze, memorize and recite a poem from Shel Silverstein's "Where the Sidewalk Ends"
- Students will read both a Victorian classic children's novel and a Newbery award winning children's novel and compare them for changes in morality, and changes in the roles of boys, girls and grownups
- After completion of reading the popular young adult novel, students will write a written response tracing the archetype of the Hero's Journey as a reflection of the psychology of growing up

Key Assignments(continued):

- As a culminating activity, students will write, illustrate and submit for publishing their own picture book containing aspects of the following:
 - child psychology
 - classic archetypes
 - current trends in children's literature
 - knowledge of classic picture book illustration
 - knowledge of the importance of rhythm, rhyme and repetition in children's literature
 - the importance of the balance between fantasy, joy, and heedless fun in children's works, and masterful/mindful incorporation of adult issues and angst

Assessment: Students will be assessed in multiple ways including: project based assessments, which will be graded using comprehensive rubrics; in-class and take home essays; multiple choice exams at the end of units, which will include questions concerning analysis and application; short reading quizzes; and a comprehensive, cumulative final at course end. Student's learning and comprehension will also be assessed based on feedback during discussions, classroom participation, and during presentations.

Instructional Methods and Strategies: Various methods of instruction will be employed to assure a variety of learning opportunities for all learning styles. One strategy, which will be employed at the outset, is the use of 'essential questions' to drive enquiry and give student learning focus and purpose. While traditional lecture and note taking will also be employed, it will be facilitated by use of a Smart Board and interactive presentational technology. Other technologies, which may be used for instruction, include classroom internet access for research as well as interviews from outside professionals through programs such as Skype. Students will also learn through real life experience when they research, practice and perform reading a picture book to local children. They will gain more real world knowledge when they write, illustrate and attempt to publish their own children's book. Other instructional methods will include individual research, group work, and student led instruction.

Reading List:

- Selected fables and fairy tales such as those found in Aesop's Fables, The Brothers Grimm *Children's Household Tales*, and tales written by Hans Christian Andersen as well as an assortment of fairy tales from other cultures such as those found in Russia, China, and Africa

- Selected Classic Picture Books such as: *Alexander and the Terrible, Horrible, No Good, Very Bad Day*; *Brown Bear, Brown Bear, What Do You See?*; *CAPS FOR SALE: A Tale of a Peddler*, *Some Monkeys and Their Monkey Business*; *CHICKA CHICKA BOOM BOOM*; *Curious George*; *Goodnight Moon*; *Grandfather's Journey*; *If You Give a Mouse a Cookie*; *Madeline*; *The Napping House*; *No, David!*; *Swimmy*; *The Tail of Peter Rabbit*; *The Very Hungry Caterpillar*; *Where the Wild Things Are*; *Make Way for Ducklings*; *Mike Mulligan and His Steam Shovel*; *Guess How Much I Love You*; *The Velveteen Rabbit*; *Good Dog, Carl*; and more

Reading List (continued):

- Selected traditional nursery rhymes including those found in *Mother Goose*

- Selected books by Dr. Seuss including *Green Eggs and Ham*, *The Cat in the Hat*, *One Fish Two Fish Red Fish Blue Fish*, *Oh! The places You'll Go!*, *How the Grinch Stole Christmas*, *Horton Hears a Who*, *The Lorax* and others.
- Selected poems from *Where The Sidewalk Ends*, by Shel Silverstein
- Students will choose to read one book from selected classic Victorian (and early 20th Century) Children's novels such as: *Robinson Crusoe*, *Little Women*, *Tarzan of the Apes*, *Treasure Island*, *Black Beauty*, *Just So Stories*, *The Wonderful Wizard of Oz*, *Heidi*, *Mary Poppins*, *Alice in Wonderland*, *Doctor Doolittle*, *The Adventures of Pinocchio* and *The Wind in the Willows*
- Students will choose to read one book from selected Newbery Award winning novels such as: *The Tale of Despereaux* by Kate DiCamillo, *Kira-Kira* by Cynthia Kadohata, *Crispin: The Cross of Lead* by Avi, *A Single Shard* by Linda Sue Park, *Walk Two Moons* by Sharon Creech, *The Giver* by Lois Lowry, *Number the Stars* by Lois Lowry, *Jacob Have I Loved* by Katherine Paterson, *Julie of the Wolves* by Jean Craighead George, *The High King* by Lloyd Alexander, *A Wrinkle in Time* by Madeleine L'Engle, *The Matchlock Gun* by Walter Edmonds, and *Call It Courage* by Armstrong Sperry
- Students will also select and read a popular, modern, young adult novel such as *Harry Potter and the Sorcerer's Stone* by J.K. Rowling, *The Lightning Thief* by Rick Riordan or *Twilight* by Stephanie Meyer

Writing: Writing will play a central role in this class for both assessment and application of content.

- Students will write analytical responses to literature in both paragraph and essay form (minimum 5 paragraph)
- Students will write a personal narrative about their experience with picture books and being read to as a child (minimum 3 pages)
- Students will write a comparative essay concerning changes in morals and social roles in fiction between Victorian and modern children's novels (minimum 5 paragraph)
- Students will write a one page persuasive letter concerning the continued banning of a well known children's book
- Students will write a research paper with a 10 slide Power Point presentation concerning a picture book, the author and illustrator (minimum 5 pages)
- Students will craft multiple creative assignments including a fable and a children's poem
- Students will write, illustrate and submit for publication their own picture book, which will strive to incorporate the knowledge gained from the course (minimum 10 pages)
- Student work will be graded on content, structure, proper incorporation of powerful quotes, as well as their ability to write creatively, thoughtfully, clearly and with proper grammar and usage
- Student essay writing will be graded using the department approved rubric, while other assignments will be graded based on specific rubrics designed for each project or assignment

TO: MEMBERS OF THE BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 16, 2010

**SUBJECT: C.2.c APPROVE CORE LITERATURE BOOK FOR OAK HILLS
ELEMENTARY SCHOOL**

ACTION

ISSUE: Shall the Board of Education approve core literature books for Oak Hills Elementary School?

BACKGROUND: Oak Hills Elementary School has submitted a list a core literature books to be approved.

The Curriculum Council met on March 2, 2010 and approved this book to be brought forward to the Board for their approval.

ALTERNATIVES:

1. Approve the core literature books for Oak Hills Elementary School.
2. Do not approve the core literature books for Oak Hills Elementary School.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

Core Lit Book List OHES

Kindergarten

Mother Goose Nursery Rhymes

This book will be used for Language Arts to teach rhythm, rhyme, and sounds.

10 Apples Up On Top by Dr. Seuss

This book will be used for Math to teach counting.

The Mitten by Jan Brett

This book will be used for Language Arts and Social Studies to teach teamwork, storytelling, and beginning, middle, & end.

The Very Hungry Caterpillar by Eric Carle

This book will be used for Math to teach days of the week and Science to teach life cycles.

Corduroy by Don Freeman

This book will be used for Language Arts to teach beginning, middle, and end.

Hedgies Surprise by Jan Brett

This book will be used for Math to teach shapes.

My Many Colored Days by Dr. Seuss

This book will be used for Language Arts to teach poetry and for Math/Science to teach colors.

Thanksgiving Day by Gail Gibbons

This book will be used for Social Studies to introduce Now and Long Ago.

The Very Grouchy Ladybug

This book will be used for Math to teach about time.

First Grade

Cloudy with a Chance of Meatballs

This book will be used for Science to introduce weather.

Peter Rabbit

This book will be used for Science to introduce plants and animals.

Red, White, and Blue

This book will be used for Social Studies to introduce America.

America Is...

This book will be used for Social Studies to introduce America.

Second Grade

Molly's Pilgrim

This book will be used for Social Studies.

A New Coat for Anna

This book will be used for Social Studies.

The Gadget War

This book will be used for Science.

The Snowman Story

This book will be used for Writing to teach sequence.

Black Beauty

This book will be used for Language Arts to teach classic literature.

Fairy Tales including Rumpelstiltskin

This book will be used for Language Arts and Writing.

Third Grade

Muggie Maggie

This book will be used to introduce cursive writing.

Badger Claws of Ojai

This book will be used for Social Studies to teach about Chumash Native Americans.

Charlotte's Web

This book will be used for Language Arts to teach comprehension.

Fantastic Mr. Fox

This book will be used for Language Arts to teach comprehension.

Big Orange Splot

This book will be used for introducing community building.

Stephanie's Ponytail

This book will be used for introducing community building.

Diary of a Spider

This book will be used for Writing to teach journaling and letter form.

Diary of a Fly

This book will be used for Writing to teach journaling and letter form.

Diary of a Worm

This book will be used for Writing to teach journaling and letter form.

Fourth Grade

By the Great Horn Spoon

This book will be used for Social Studies

The War with Grandpa

This book will be used for Language Arts.

Land of Curiosities

This book will be used for Social Studies.

Riding Freedom

This book will be used for Social Studies.

Fifth Grade

Among the Hidden

This book will be used for Language Arts read aloud.

Sign of the Beaver

This book will be used for Social Studies.

Toliver's Secret

This book will be used for Social Studies.

The Big Orange Splot

This book will be used for Language Arts community building.

I love you the Purplest

This book will be used for Language Arts and poetry writing.

Double Identity

This book will be used for Language Arts read aloud.

A week in the Woods

This book will be used for Language Arts read aloud.

How to Steal a Dog

This book will be used for Language Arts read aloud.

TO: MEMBERS OF THE BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 16, 2010
**SUBJECT: C.2.d APPROVE LITERATURE BOOK FOR OAK PARK
 INDEPENDENT SCHOOL**

ACTION

ISSUE: Shall the Board of Education approve a new literature book for Oak Park Independent School?

BACKGROUND: Oak Park Independent School has submitted a request for a new literature book be approved. The book is *Self Reliance* by Ralph Waldo Emerson. This book will be used in 11th Grade English.

The Curriculum Council met on March 2, 2010 and approved this book to be brought forward to the Board for their approval.

ALTERNATIVES:

1. Approve the new literature book for Oak Park Independent School.
2. Do not approve the new core literature book for Oak Park Independent School.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

American Literature ~~~~~ Lesson 15

SELF-RELIANCE

by Ralph Waldo Emerson

In our survey of American literature we will find no writer more influential than Ralph Waldo Emerson. Essayist, poet, and lecturer, Emerson stirred the 19th century with his ideas about religion, individualism and society. In Emerson's times, issues of spirituality and social conduct were influenced by European thought. Emerson struggled with this attachment, finally turning his back on most of the inherited religious and cultural traditions. In their place he brought forth a new American thought born of individualism, naturalism and spiritualism. To this day, Emerson remains one of the most renowned and original American thinkers.

Emerson was a member of the *Transcendentalists*. This group, which included Henry David Thoreau, Margaret Fuller and Nathaniel Hawthorne, believed in the superiority and authority of personal revelation over reason and thought.

"Self-Reliance" is one of Emerson's most famous and influential essays.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 16, 2010
SUBJECT: C.3.a APPROVE 2010-2011 CLASSIFIED EMPLOYEES HOLIDAY CALENDAR

ACTION

ISSUE: Should the Board of Education approve the 2009-2010 Classified Employees Holiday Calendar?

BACKGROUND: The Board of Education adopted the recommended 2010-2011 School Calendar Student/Teacher at the Regular Board Meeting on December 8, 2009. We are now bringing the Classified Employees Holiday Calendars for Board approval, showing the 15 contractual holidays that coincide with the Student/Teacher Calendar.

RECOMMENDATION:

1. Approve the recommended 2010-2011 Classified Employees Holiday Calendar.
2. Do not approve the recommended 2010-2011 Classified Employees Holiday Calendar.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT

July 2010 - June 2011 – Classified Employee Holiday Calendar

July 2010

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

5 - Independence Day

January 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					

17 - Martin Luther King Day

August 2010

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				

February 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					

21 - Washington's Day Holiday

September 2010

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 - Labor Day
9 - Local Holiday

March 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		

October 2010

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 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

22 - Local Holiday

November 2010

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				

11 - Veterans' Day
24 - Local Holiday
25 - Thanksgiving Day
26 - Local Holiday

May 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				

30 - Memorial Day

December 2010

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)	

23 - Local Holiday
24 - Local Holiday
30 - Local Holiday
31 - New Year's Eve

June 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		

TO: BOARD OF EDUCATION

FROM: ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 16, 2010

SUBJECT: C.3.b PUBLIC DISCLOSURE AND APPROVAL OF COLLECTIVE BARGAINING AGREEMENT BETWEEN OAK PARK UNIFIED SCHOOL DISTRICT AND OAK PARK CLASSIFIED ASSOCIATION

ACTION

ISSUE: Should the Board of Education approve the Collective Bargaining Agreement between the District and the Oak Park Classified Association and disclose for the public the agreement?

BACKGROUND: Local education agencies (LEAs) are required by Government Code Section 3547.5 to publicly disclose the provisions of all collective bargaining agreements before they enter into a written agreement. This provision ensures that the public is aware of the costs associated with a tentative collective bargaining agreement before it becomes binding on the District.

On April 20, 2004, The Board of Education amended Policy 4143.1 – Public Notice – Personnel Negotiations to conform with the mandates of Government Code 3547.5.

On September 17, 2009 and December 7, 2009 the District and the Oak Park Classified Association reached a tentative agreement on a collective bargaining contract for the period July 1, 2008 through June 30, 2011. This tentative Contract of Agreement was ratified by Oak Park Classified Association the week of February 25, 2010.

This agreement includes no increase to personnel costs for school year 2009-2010.

RATIONALE: Public disclosure of the major provisions of the Collective Bargaining Agreement with the Oak Park Classified Association satisfies the requirements of Board Policy 4143.1, Government Code 3547.5 and Assembly Bill 1200.

ALTERNATIVES:

1. Approve the Agreement between the Oak Park Unified School District and the Oak Park Classified Association.
2. Do not approve the Agreement between the Oak Park Unified School District and the Oak Park Classified Association.

RECOMMENDATION: 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	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 16, 2010

SUBJECT: C.3.c. APPROVE 2010 SUMMER SCHOOL PROGRAM

ACTION

ISSUE: To review and approve the OPUSD Grades K-12 summer school program for 2010.

BACKGROUND: In the past the district has been required to provide programs beyond the normal school year for 1) students who are not meeting standards and are at risk of retention; 2) students who are going to be retained; 3) seniors in need of credits for graduation; 4) students who need to repeat courses required for graduation; 5) eligible special education students in an extended school year setting. This year, due to the tight budget constraints, districts have been given more flexibility with regards to the money that is given to subsidize summer school. As a result, it is critical that any summer program offered be able to support itself through the donations from the community. The program being proposed is a K-12 program that includes both enrichment and remedial learning opportunities for students.

As in past years, all courses will require a minimum enrollment and sufficient donations to ensure that the program does not run in the red. Staff has determined that the parent donations will be sufficient to result in a cost neutral summer program for 2010.

STATEMENT: The proposed summer school program meets and exceeds all state requirements. The program and course descriptions will be forwarded under separate cover to the board.

ALTERNATIVES: 1. Approve the 2010 OPUSD K-12 Summer School Program
2. Request Revisions

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 16, 2010

SUBJECT: C.3.d PUBLIC HEARING OF OPTA PROPOSAL FOR 2010-11 NEGOTIATIONS AND APPROVE THE DISTRICT'S INITIAL RESPONSE FOR COLLECTIVE BARGAINING NEGOTIATIONS WITH THE OAK PARK TEACHER'S ASSOCIATION

PUBLIC HEARING/ACTION

ISSUE: Should the Board receive the OPTA proposal and adopt the Oak Park Unified School District's Initial Response to the 2010-11 Proposal for Collective Bargaining Negotiations submitted by the Oak Park Teachers Association and authorize the Superintendent to initiate negotiations on behalf of the Board?

BACKGROUND: The current three year Contract of Agreement between the Oak Park Unified School District and the Oak Park Teachers Association expires on June 30, 2010. As a result, the entire contract is open to negotiations and each side must sunshine the articles that it intends to discuss. Pursuant to California Government Code 3547, the Board of Education must formally receive the OPTA Proposal, conduct a public hearing to receive input from the community on the proposal, and adopt the District's Initial Response to the Proposal prior to the initiation of negotiations.

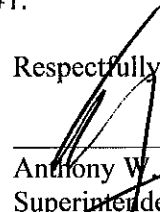
RATIONALE: A copy of the OPTA Proposal and the Oak Park Unified School District's Initial Response to the 2010-11 Proposal for collective bargaining negotiations are attached. Following the public hearing, the Board will be asked to adopt, or revise, and approve the District's Initial Response to the OPTA proposal, and authorize the Superintendent to initiate negotiations on behalf of the Board.

ALTERNATIVES:

1. Receive OPTA's Proposal and adopt the District's Initial Response, authorizing the Superintendent to initiate negotiations with OPTA.
2. Receive OPTA's Proposal and revise and adopt the District's Initial Response, authorizing the Superintendent to initiate negotiations with OPTA.
3. Do not adopt the District's Initial Response.

RECOMMENDATION: Approve 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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT
OFFICE OF HUMAN RESOURCES

To: Oak Park Teachers' Association and the Oak Park Unified Board of Education

From: Clifford Moore, Assistant Superintendent

Subj: OPUSD Initial Response to the OPTA Proposal for 2010-11 Negotiations

Date: March 5, 2010

In response to the Oak Park Teacher's Association Proposal, the District proposes to discuss the following articles during the 2010-11 negotiations with the Oak Park Teachers Association. This is the year that the successor agreement to the current contract will be negotiated.

Article 9 – Salaries and Compensation Regulations – The District proposes to discuss the issue of salaries based on a total compensation package that reflects the current state and district financial conditions.

Article 10 – Health and Welfare Benefits – The District proposes to discuss the current health benefits package as it relates to the recommendations from the Health Benefits Committee.

Article 11 – Work Year and Working Hours – As a result of the State's financial situation, the District proposes to discuss this article as it relates to work year, working hours and buy back days.

Article 12 – Class Size – As a result of the State's financial situation, the District proposes to discuss class sizes at grades K-12 and in the independent study program to determine the impact of class size on the district's budget.

Article 14 – Leaves of Absence – The District will propose clarifying language to Article 14 as it relates to Catastrophic Leave.

Article 15 – Job Sharing – The District proposes to discuss the definition of job sharing and related issues that impact leaves.

Article 21 – Evaluations – The District proposes to discuss this article as it relates to the newly revised and adopted California Standards for the Teaching Profession.

Article 22 – Contract Variance – The District proposes to discuss the definition of contract variance and add clarifying language.

cc:

Joyce Thomas, OPTA President

Tim Roesner, OPTA Negotiations Chair

Dr. Anthony Knight, Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 16, 2010
SUBJECT: C.4.a APPROVE FISCAL YEAR 2009-10 SECOND INTERIM FINANCIAL REPORT, CERTIFICATION AND BUDGET REVISIONS

ACTION

ISSUE: Shall the Board certify the 2009-2010 Second Interim Financial Report and Budget Revisions?

BACKGROUND: Education Code Sections 1240(j), 42130, and 42131 requires the Governing Board of each district to receive and review interim financial reports for specified intervals (July 1-October 31 and July 1-January 31), and to certify that the district can meet its financial obligations. The 2009-10 Second Interim Financial Report is still being prepared as this agenda goes to press. The Second Interim Report, including the State's criteria and standards report, will be completed during the week of March 8, 2010, and will be provided to the Board under separate cover. The complete interim report will also be available for public review in the District's Support Services Center at that time.

ALTERNATIVES:

1. Certify the Second Interim Financial Report and Budget Revisions.
2. Do not certify the Second Interim Report.

Prepared by: Barbara Dickerson, Director, Fiscal Services
 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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 16, 2010
SUBJECT: C.4.b APPROVE AUTHORIZATION TO PURCHASE RELOCATABLE CLASSROOMS AS PERMITTED BY PUBLIC CONTRACT CODE SECTION 20118

ACTION

ISSUE: Shall the Board authorize the purchase of six new relocatable classrooms under the cooperative purchase provision of San Gabriel Unified School District Bid #16-04/05, pursuant to the provisions of Public Contract Code (PCC) Section 20118?

BACKGROUND: The approved Measure R Master Plan calls for the repair or replacement of six 40-year old relocatable classrooms at Oak Park High School. At its regular meeting on February 16, 2010, the Board approved the combined recommendation of staff and the Facility Planning Committee to replace the existing structures with new relocatable classrooms as the most cost effective means for addressing this Master Plan priority. In order to receive the most favorable pricing, and to conform to the bidding requirements of PCC 20111-20118, staff is recommending that the Board authorize the purchase of relocatable classrooms from Silver Creek Industries through the cooperative purchase provision of San Gabriel Unified School District Bid #16-04/05. The San Gabriel bid contains a provision commonly referred to as a "piggyback" clause, authorized by PCC Section 20118, which allows districts to utilize the bids of other public agencies, thereby saving time, effort and money.

ALTERNATIVES:

1. Approve the purchase of six new relocatable classrooms utilizing San Gabriel Unified School District Bid #16-04/05.
2. Do not approve the purchase of six new relocatable classrooms.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MARCH 16, 2010
SUBJECT: C.4.c APPROVE SAFE SCHOOL PLANS

ACTION

ISSUE: Shall the Board review and approve the amendment to the Safe School Plan as required by Education Code 35294.2?

BACKGROUND: The Oak Park Unified School District must annually review and update its Safe School Plans in order to remain in compliance with EC 35294.2. This year the each of the District's schools has updated their plans, providing specific site information to update the District master copy. These updates include specific names and responsibilities in the event of disaster or emergency. EC 35294.2 requires that the revised plans be approved by the Board of Education and be available for public display each school year. The updates will be provided to the Board under separate cover and each school will have their plan displayed in a prominent place at their site for public review.

ALTERNATIVES:

1. Approve the amended Safe School Plans as presented.
2. Approve the amended Safe School Plans with specified changes.
3. Do not approve the amended Safe School Plans.

RECOMMENDATION: Alternative No. 1

Prepared by: Lou Tabone, Director, Alternative Education
 Julie Suarez, Director, Business Operations
 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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MARCH 16, 2010

**SUBJECT: C.4.d APPROVE AUTHORIZATION OF ADJUSTMENT TO
ASSESSMENT FOR BOND MEASURES R AND C6**

CONSENT

ISSUE: Shall the Board authorize staff to direct the Ventura County Office of Education to adjust the assessment for 2010-11 payment of Measures R and C6 bonds to compensate for the under-assessment in the 2009-10 tax year?

BACKGROUND: It has been discovered that, due to a miscommunication at the time of issuance in April 2009, the Measure C6 and Measure R bond funds have been incorrectly charged for the expense of issuing these bonds. The amount of the error is \$451,781. The error ultimately resulted in the under-assessment of taxes in the 2009-10 tax year. In order to remedy the problem, staff is recommending that the District direct the Ventura County Office of Education to adjust the 2010-11 assessment to compensate for the 2009-10 under-assessment.

ALTERNATIVES:

1. Authorize staff to direct the Ventura County Office of Education to adjust the assessment for 2010-11 payment of Measures R and C6 bonds to compensate for the under-assessment in the 2009-10 tax year.
2. Do not provide authorization.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____