



Governing Board Agenda April 13, 2011

Welcome

Welcome to the meeting of the National School District Governing Board. Your interest in our school district proceedings is appreciated.

Our Governing Board

Our community elects five Board members who serve four-year terms. The Board members are responsible for the overall operation of the school district. Among its duties, the Board adopts an annual budget, approves all expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent.

Rosalie “Rosie” Alvarado, Member

Ms. Alvarado was first elected to the Governing Board in November 1990 and her present term expires December 2014.

Barbara Avalos, Clerk

Ms. Avalos was elected to the Governing Board in November 2008 and her present term expires December 2012.

James Grier, Jr., President

Mr. Grier was re-elected to the Governing Board in November 2008 and his present term expires December 2012.

Alma Sarmiento, Member

Ms. Sarmiento was first elected to the Governing Board in November 1992 and her present term expires December 2014.

Elizabeth “Liz” Vazquez, Member

Ms. Vazquez was first elected to the Governing Board in November 2010 and her present term expires December 2014.

This meeting is tape-recorded

In accordance with Board Policy, audiotapes of Board meetings are available for review for 30 days following the meeting. Please contact the Superintendent’s Office at 619-336-7705 if you wish to schedule an appointment to listen to the audiotape.

From time-to-time writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to school board members after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection in the office of the Superintendent located at 1500 N Avenue, National City, California, 91950.

Speaking to the Board

If you wish to speak to the Board, please fill out a Request to Speak card located on the table at the entrance to the Board Room and give it to the Recording Secretary. Board policy and state law stipulate that no oral presentation shall include charges or complaints against any employee of the District, including the Superintendent, regardless of whether or not the employee is identified by name or by another reference which tends to identify. California law requires that all charges or complaints against employees be addressed in Closed Session unless the employee requests a public hearing. All such charges or complaints therefore must be submitted to the Board under the provision of the District's policy. At the appropriate time, the Board President will invite speakers to approach the podium. Please use the microphone and state your name and address. This information is necessary in order to maintain accurate records of the meeting. Speakers are requested to limit their remarks to three minutes.

Compliance with Americans With Disabilities Act

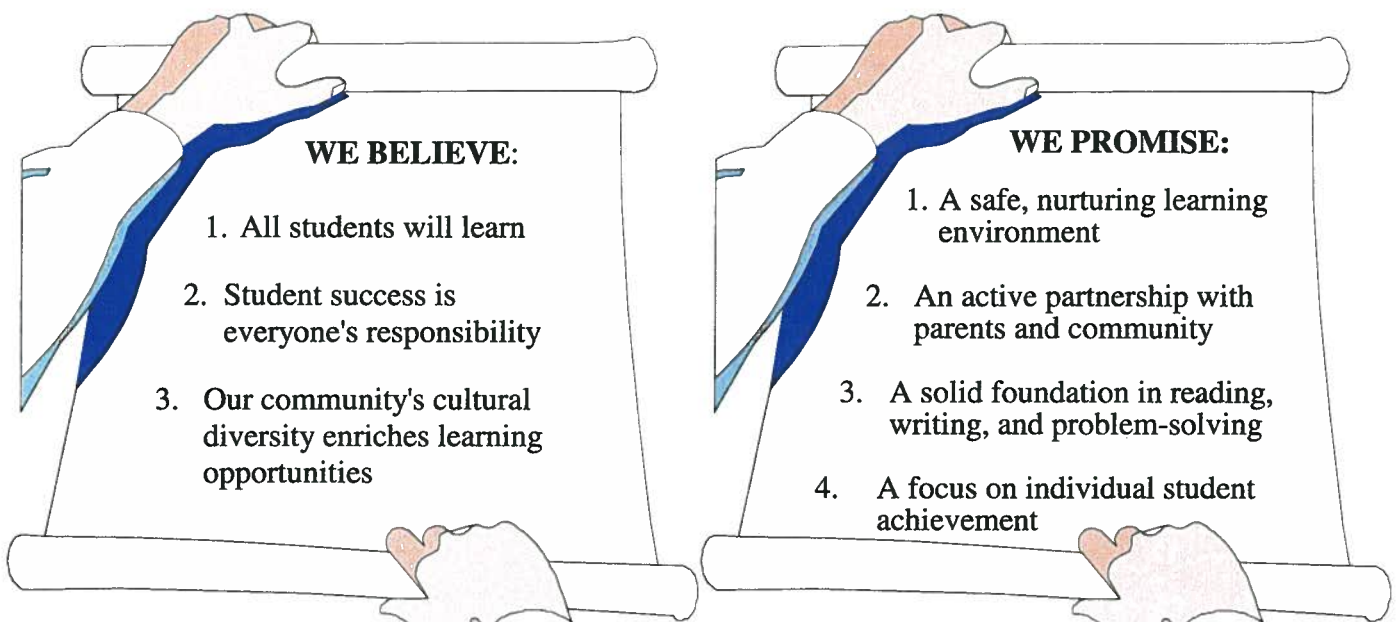
The National School District, in compliance with the Americans with Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such accommodation.

Equal Opportunity Employer

The National School District is committed to providing equal educational, contracting, and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District official who monitors compliance is the Assistant Superintendent—Human Resources, 1500 N Avenue, National City, California, 91950, phone 619-336-7722. Individuals who believe they have been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resources Office.

District Vision and Core Values

Creating Successful Learners...NOW





*Please take note of
5:00 p.m. start time*

REGULAR MEETING OF THE GOVERNING BOARD

Administrative Center
1500 "N" Avenue
National City, CA 91950

April 13, 2011 -- **5:00 p.m.**

Closed Session to be held at conclusion of Open Session

Closed session in accordance with California Education Code Section 48918:
STUDENT EXPULSION
Students ID #782149 and #2004529

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Closed session in accordance with Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiator: Cindy Frazee
Employee organizations: California School Employees Association
National City Elementary Teachers Association

AGENDA

If you wish to speak to the Board, please fill out a Request to Speak card located on the table at the entrance to the Board Room.

This meeting is tape-recorded.

NATIONAL SCHOOL DISTRICT
1500 'N' Avenue • National City, CA 91950 • (619) 336-7500 • Fax (619) 336-7505 • <http://nsd.us>

Creating Successful Learners... Now

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board:

Rosalie “Rosie” Alvarado
Barbara Avalos
James Grier, Jr.
Alma Sarmiento
Elizabeth “Liz” Vazquez

Staff:

Chris Oram, Ed.D., Superintendent
Chris Carson, Assistant Superintendent-Business Services
Katie Filzenger, Assistant Superintendent-Educational Services
Cindy Frazee, Assistant Superintendent-Human Resources

1. PRESENTATION

- A. General review of the Brown Act by Tim Garfield of Schwartz Heidel Sullivan, LLP. **(Page 1)**
- B. Presentation by Rancho de la Nación School students on Student Leadership.
- C. Recognize Jose and Ana Sanchez, Rancho de la Nación School, as the National School District Volunteers of the Month for March 2011. **(Page 2)**
- D. Recognize Betsy Harwig, Child Nutrition Services Site Manager, District Office, as the National School District Employee of the Month for April 2011. **(Page 3)**
- E. Recognize and honor the following recipients of the National School District 20-Year Service Pin: **(Page 4)**

Katie Filzenger	Assistant Superintendent of Educational Services, District Office
Angela Franco	Teacher, Kimball School
Irene Jerauld	Library Media Specialist, John Otis School

2. PUBLIC COMMUNICATIONS

Public communication provides the public with an opportunity to address the Board on non-agenda items. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. Speakers are requested to limit their remarks to three minutes. No Board action can be taken.

3. AGENDA

- A. Approve agenda.

District Superintendent's Recommendation: Approve agenda.

Moved by _____ Seconded by _____ Vote _____

4. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

All items listed under the Consent Calendar are considered by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Minutes

- A. Approve minutes of the Special Board meeting held on March 14, 2011. (Page 5)
- B. Approve minutes of the Regular Board meeting held on March 23, 2011. (Page 6)

Administration

- C. Approve the Quarterly Report to the San Diego County Office of Education on *Williams* Complaints. (Page 11)
- D. Approve National School District Governing Board meeting schedule for the 2011-2012 school year. (Page 14)

Human Resources

- E. Ratify/approve recommended actions in personnel activity list. (Page 16)
- F. The following employee resignation was accepted by Cindy Frazee, Assistant Superintendent of Human Resources: (Page 18)

Name	Position	Location	Effective Date
Lilit Movsisyan	Instructional Assistant Special Education	Las Palmas School	March 18, 2011

- G. Approve On-loan Agreement #CT2668 between the University of California at San Diego (UCSD) and National School District (NSD) for Kathy Melanese to serve as 50% Distinguished Teacher in Residence and 50% Director of the California Reading & Literature Project, Regional Office, from July 1, 2011 to June 30, 2012. **(Page 19)**
- H. Adopt Resolution #10-11.28 in recognition of California Day of the Teacher, Wednesday, May 11, 2011. **(Page 20)**
- I. Adopt Resolution #10-11.29, in recognition of National School District’s classified employees and designating May 15–21, 2011, as Classified School Employee Week. **(Page 23)**

Educational Services

- J. First reading of the Operational Agreement and Memorandum of Understanding between Integrity Charter School and the National School District Governing Board, effective July 1, 2011 through June 30, 2016. (Exhibit A) **(Page 26)**
- K. Approve the Findings and Recommendations of the Administrative Hearing Panel pursuant to student expulsions for students ID #782149 and #2004529. **(Page 27)**

Business Services

- L. Award contract for a five-year lease for a Xerox Copier model W7545P multifunction printer for Olivewood school. The lease term is \$129.66 per month and all prints at .0051 for black & white and .0505 for color at an estimated annual cost of \$1,559.52 plus print charges (Site Title I Funds). **(Page 28)**
- M. Approve the extension of Interim License Agreement #CT2727 with Sweetwater Authority approving an interim parking arrangement with the District, effective through December 31, 2014 at a cost of \$6,000 per year (General Fund). **(Page 29)**
- N. Ratify/approve purchase orders, contracts and warrants as summarized below and detailed in Exhibit B. **(Page 30)**
 - I. Purchase Orders #A03835-A03845, #C608-C615, \$ 406,970.15
#F10480-F10550, #P1706-P1831, #S04663-S04668
 - II. Consultant Contracts (not to exceed \$500 each) \$ 500.00
 - III. Commercial Warrants \$ 1,055,892.40

IV. Miscellaneous Contracts	\$	0.00
V. Revolving Cash Fund Business I (Month ending March 31, 2011)	\$	3.00
VI. Revolving Cash Fund Business II (Month ending March 31, 2011)	\$	3.00
VII. CNS Checks March 2011 - None	\$	0.00
VIII. Purchase Card Expenses February 2011	\$	25,167.06

District Superintendent’s Recommendation: Approve Consent Calendar.

Moved by _____ Seconded by _____ Vote _____

5. GENERAL FUNCTIONS

A. Amend Consultant Contract #CT2704 with Michael Romm to serve as a consultant to provide Database Analyst support for the data warehouse project at a cost not to exceed \$30,000 (Categorical Funds). (Page 31)

District Superintendent’s Recommendation: Amend Consultant Contract.

Moved by _____ Seconded by _____ Vote _____

B. Approve Consultant Contract #CT2706 with Dr. Sheridan Barker to provide Strategic Planning Facilitation during the 2010-2011 school year at a cost not to exceed \$11,000 (Centralized Services - Title I and EIA). (Page 32)

District Superintendent’s Recommendation: Approve Consultant Contract.

Moved by _____ Seconded by _____ Vote _____

C. Approve Consultant Contract #CT2728 with David Irwin to serve as a consultant to provide Database Analyst support for the data warehouse project at a cost not to exceed \$60,000 (Categorical Funds). (Page 33)

District Superintendent’s Recommendation: Approve Consultant Contract.

Moved by _____ Seconded by _____ Vote _____

6. POLICIES, REGULATIONS, BYLAWS

First Reading - No Action Required

- A. First reading of Board Policies and Administrative Regulations from California School Boards Association updates of November 2010 as follows: (Exhibit C) **(Page 34)**

- 0000 Philosophy-Goals-Objectives and Comprehensive Plans
- 1000 Community Relations
- 3000 Business and Non-Instructional Operations
- 4000 Personnel
- 5000 Students
- 6000 Instruction
- 9000 Bylaws of the Board

Second Reading and Adoption

None

7. EDUCATIONAL SERVICES

None

8. BUSINESS SERVICES

- A. Adopt Resolution #10-11.30 authorizing the borrowing of funds for fiscal year 2011-2012 and the issuance and sale of one or more series of 2011 Tax And Revenue Anticipation Notes (TRANS) in an amount not to exceed \$5,000,000 and to participate in the San Diego County and School District Tax Revenue Anticipation Note Program and request the Board of Supervisors of the County to issue and sell said notes. **(Page 35)**

District Superintendent’s Recommendation: Adopt Resolution.

Moved by _____ Seconded by _____ Vote _____

B. Award bids and approve contracts as follows: **(Page 62)**

Contractor	Contract No.	Project	Bid Amount
SC Services Inc.	CT2725	Asphalt	\$79,160.00
A & S Flooring	CT2726	Flooring	\$75,601.00

District Superintendent’s Recommendation: Award bids and approve contracts.

Moved by _____ Seconded by _____ Vote _____

C. Accept the following gifts: **(Page 64)**

1. \$200.00 from Jeannene Smith to Kimball School to be used for transportation for Reuben H. Fleet Center field trip on February 10, 2011.
2. \$187.20 from Wells Fargo Foundation to Kimball School to be used for school supplies and/or school related needs.
3. \$25.00 from Mission Federal Credit Union to Olivewood School to be used for teacher incentives.

District Superintendent's Recommendation: Accept gifts.

Moved by _____ Seconded by _____ Vote _____

9. HUMAN RESOURCES

A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from California School Employees Association, Chapter 206 to open negotiations with the District for the 2011-2012 School Year. **(Page 65)**

B. Adopt proposal from the California School Employees Association, Chapter 206 to open negotiations with the District for the 2011-2012 School Year. **(Page 66)**

District Superintendent's Recommendation: Adopt proposal.

Moved by _____ Seconded by _____ Vote _____

10. BOARD WORKSHOP

A. Presentation regarding the development of a District Strategic Plan. **(Page 67)**

11. BOARD/CABINET COMMUNICATIONS

12. ADJOURNMENT

Note: The next regularly scheduled Board Meeting is scheduled to begin at 6:00 p.m. on May 11, 2011 at the Administration Center.

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Chris Oram
Department: Administration

AGENDA ITEM:

General review of the Brown Act by Tim Garfield of Schwartz Heidel Sullivan, LLP.

 Action

 X Information

BACKGROUND INFORMATION:

Tim Garfield, Schwartz Heidel Sullivan, LLP, will present a general review of the Brown Act.

CURRENT INFORMATION:

In recent months, the provisions of the Brown Act and its application to school boards have received considerable attention by public groups and the news media. It has been a long time since we have presented information about the Brown Act to the Governing Board and it seems like a good time for a refresher course on what the Brown Act says and how it relates to our District.

ADDITIONAL DATA:

Timothy K. Garfield is an attorney specializing in the representation of school districts and colleges in all legal matters relating to their operations, transactions and related litigation. He also represents California public agencies in labor, business, administrative and property matters. He is a 1971 graduate of the University of Southern California School of Law and has practiced education law for the past 37 years. He is a partner with Schwartz Heidel Sullivan LLP, a San Diego land use and education law firm.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Dr. Cindy Vasquez

Department: Rancho de la Nación School

AGENDA ITEM:

Recognize Jose and Ana Sanchez, Rancho de la Nación School, as the National School District Volunteers of the Month for March 2011.

 Action

 X Information

BACKGROUND INFORMATION:

It has been the practice of the National School District to honor and recognize volunteerism in the District.

CURRENT INFORMATION:

Mr. and Mrs. Sanchez have volunteered for over eight years in the National School District. They currently have two daughters at Rancho de la Nación School. These two individuals work diligently at our school to help ensure that our PTO and student activities are successful. They perform a variety of activities after school and on the weekends to provide support for all of our extracurricular events and activities. They work to help with our fundraisers and special events. They help with after school sales, movie nights, picture days, family events, dances, teacher/staff celebrations, Fall Festival, car washes, etc.; all the extra events that make Rancho de la Nación School a special place. They are extremely flexible and willing to do whatever it takes to get the job done. They are an integral part of the Rancho de la Nación team.

As principal, I am extremely proud of their hard work and all they have done for our school. They are creative, hard working and giving of their time and resources. Staff members, parents and children respect them and we want to extend our sincere gratitude to both of them for their hard work and dedication to our staff, students and community.

ADDITIONAL DATA:

Dr. Cindy Vasquez, Rancho de la Nación School, will introduce the Mr. and Mrs. Sanchez.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Recognize Betsy Harwig, Child Nutrition Services Site Manager, District Office, as the National School District Employee of the Month for April 2011.

 Action

 X Information

BACKGROUND INFORMATION:

Betsy Harwig is an invaluable member of the Child Nutrition Services (CNS) team. Her normal duties require her to have first-hand knowledge of all kitchens and the unique procedures associated with them. When her duties don't require her to cover the shift of a Site Manger, she frequently can be found lending additional assistance in the various kitchens.

CURRENT INFORMATION:

Betsy also has had direct influence over two new CNS programs initiated this year. The first program she influenced was the Super Salad Bar. The Super Salad Bar was offered in the fall, and is currently being offered in the spring. In collaboration with Holly Bauer, Area Supervisor for CNS, Betsy planned and coordinated these very successful events from start to finish. Betsy also contributed greatly to the successful implementation of the Breakfast in the Classroom at Olivewood School this past January. She worked in the planning and implementation of the program and continues to contribute to the fine-tuning. Betsy's contributions to National School District have direct and positive effects on the students every day. She is truly and exemplary employee.

ADDITIONAL DATA:

Ms. Harwig will be introduced by Jon Hansen, Director of Business Support Services.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Recognize and honor the following recipients of the National School District 20-Year Service Pin:

Katie Filzenger Assistant Superintendent of Educational Services, District Office

Angela Franco Teacher, Kimball School

Irene Jerauld Library Media Specialist, John Otis School

 Action

 X Information

BACKGROUND INFORMATION:

It has been the practice of the National School District to honor employees with 20 years of service to the National School District at a Board meeting.

CURRENT INFORMATION:

None

ADDITIONAL DATA:

None

COST IMPLICATIONS: Included in the 2010-2011 budget

FUNDING SOURCE: General Fund

**NATIONAL SCHOOL DISTRICT
Minutes of the Special Meeting
GOVERNING BOARD**

Administrative Center
1500 N Avenue
National City, CA

March 14, 2011

The public meeting was called to order by President James Grier, Jr. at 9:00 a.m.

**CALL TO
ORDER**

President Grier led the Pledge of Allegiance.

**PLEDGE OF
ALLEGIANCE**

Members Present: Rosie Alvarado, Barbara Avalos, James Grier, Jr., Alma Sarmiento and Liz Vazquez

ROLL CALL

Members Absent: None

Staff Present: Chris Oram, Ed.D.

Staff Absent: Katie Filzenger, Cindy Frazee and Chris Carson

ADMINISTRATION

ADMINISTRATION

Board-Superintendent Governance Leadership Workshop facilitated by Luan Rivera, CSBA.

Board-Superintendent
Governance Leadership
Workshop

ADJOURNMENT

ADJOURNMENT

The meeting was adjourned at 2:26 p.m.

**NATIONAL SCHOOL DISTRICT
Minutes of the Regular Meeting
GOVERNING BOARD**

Administrative Ctr.
1500 N Avenue
National City, CA

March 23, 2011

Closed session was held from 5:07 p.m. to 6:00 p.m. President James Grier announced that the Board held closed session in accordance with Government Code Section 54957: Public Employee Discipline/Dismissal/Release and with Government Code Section 54957.6: Conference with Labor Negotiator, Agency negotiator: Cindy Frazee; Employee organizations: California School Employees Association and National City Elementary Teachers Association. All Board members were present. Chris Oram, Katie Filzenger and Cindy Frazee were present from 5:07 p.m. to 6:00 p.m.

**CLOSED
SESSION**

The public meeting was called to order by President James Grier at 6:06 p.m.

**CALL TO
ORDER**

President Grier led the Pledge of Allegiance.

**PLEDGE OF
ALLEGIANCE**

Members Present: Rosie Alvarado, Barbara Avalos (left at 6:07 p.m.), James Grier, Jr., Alma Sarmiento and Liz Vazquez

ROLL CALL

Members Absent: None

Staff Present: Chris Oram, Ed.D., Chris Carson, Katie Filzenger and Cindy Frazee

Staff Absent: None

PRESENTATIONS

PRESENTATIONS

Students from Palmer Way School gave a presentation on integrating technology applications in cross-curricular inquiry-based learning. Board members, Rosie Alvarado and James Grier, presented them with certificates, books and bookmarks.

Palmer Way School
Presentation

Recognized Ms. Lucille Ramos, Palmer Way Elementary School, as the National School District Volunteer of the Month for February 2011. Principal, Deborah Hernandez, introduced Ms. Ramos and commented on her many fine qualities.

Volunteer of the Month of February:

Lucille Ramos

On behalf of the Governing Board, Alma Sarmiento presented Ms. Ramos with a certificate and a logo clock.

PUBLIC COMMUNICATIONS

PUBLIC COMMUNICATIONS

None

None

AGENDA

AGENDA

Alma Sarmiento moved and Rosie Alvarado seconded to approve the agenda. The motion carried 4-0-0.

Approved agenda

CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

CONSENT CALENDAR

Rosie Alvarado moved and Alma Sarmiento seconded to approve the Consent Calendar. The motion carried 4-0-0.

Approved Consent Calendar

Minutes

Minutes

Approved minutes of the Special Board meeting held on March 2, 2011.

Approved minutes

Approved minutes of the Regular Board meeting held on March 9, 2011.

Approved minutes

Administration

Administration

Adopted Resolution #10-11.25 declaring the month of April 2011 as Public Schools Month and the week of April 4-8, 2011, as Public Schools Week.

Adopted Resolution #10-11.25

Approved Consultant Contract #CT2724 with California School Boards Association to conduct a Board-Superintendent follow up workshop in April 2011, at a cost not to exceed \$1,800 (General Fund).

Approved #CT2724

Human Resources

The Governing Board gave pre-approval to hire the following employees:

Name	Position	Location	Effective Date
1. Gina Alves	Impact Teacher	Central School	March 11, 2011
2. Lucia Vega	Impact Teacher	John Otis School	March 14, 2011

Authorized the Assistant Superintendent of Human Resources to implement the emission reduction projects on buses 2,4,5,6 and 9.

Educational Services

Adopted Resolution #10-11.26, declaring the week of April 10 – April 16, 2011 as the “Week of the Young Child.”

Adopted Resolution #10-11.27 declaring the month of May 2011 as *Better Speech and Hearing Month* in the National School District.

Approved Out-of-State Travel for Ines Choy, Bilingual Speech and Language Specialist at Lincoln Acres School and Mavi Thomas, Resource Specialist at Lincoln Acres School, to attend the Orton Gillingham Training on April 4-8, 2011 in Seattle, Washington at a cost not to exceed \$4,000 (Categorical and Special Education Funds).

Business Services

Authorized the Assistant Superintendent of Business Services to advertise for the purchase and installation of a Walk-In Freezer at Rancho De La Nación Elementary School at a cost not to exceed \$250.00 (General Fund).

Approved the District Annual Developer Fee Report for Fiscal Year 2009-10.

GENERAL FUNCTIONS

None

Human Resources

Authorized pre-approval to hire

Authorized Emission Reduction Projects

Educational Services

Adopted Resolution #10-11.26

Adopted Resolution #10-11.27

Approved Out-of-State Travel

Business Services

Authorized to advertise

Approved Annual Developer Fee Report

GENERAL FUNCTIONS

None

POLICIES, REGULATIONS, BYLAWS

First Reading – No Action Required

None

Second Reading and Adoption

None

EDUCATIONAL SERVICES

President Grier opened the Public Hearing at 6:25 p.m. regarding submitting a request for a reduction of the number of days of Extended School Year for students with disabilities from 20 to 15 days. No speakers came forward to be heard.

The public hearing was closed at 6:25 p.m.

Alma Sarmiento moved and Rosie Alvarado seconded to approve request to send a Waiver to the California Department of Education shortening the number of days of Extended School Year provided to students with disabilities from 20 to 15. The motion carried 4-0-0.

BUSINESS SERVICES

Alma Sarmiento moved and Liz Vazquez seconded to accept the following gifts:

1. \$874.00 from Kimball School PTO to Kimball School to be used for fifth grade camp at Anza Borrego Park.
2. School supplies (folders, binder clips, notebooks, molding magic clay, binders, pens) from WalMart to National School District.

The motion carried 4-0-0.

POLICIES, REGULATIONS, BYLAWS

First Reading

None

Second Reading and Adoption

None

EDUCATIONAL SERVICES

Conducted Public Hearing: Reduction of days of Extended School Year

Approved Request to send Waiver to the CDE

BUSINESS SERVICES

Accepted gifts from:

Kimball School PTO

WalMart

HUMAN RESOURCES

None

BOARD WORKSHOP

Brad Raulston, National City Community Development Executive Director, gave a report and update on the City General Plan.

BOARD/CABINET COMMUNICATIONS

Alma Sarmiento thanked Mr. Raulston for the update on the General Plan and stated that she was glad to hear how the District and the City can work together for the benefit of the community.

Rosie Alvarado thanked Mr. Raulston for the update on the General Plan and shared that she would like to tour the different sites involved.

Matt Tessier shared how excited he was to see students using technology. He informed the Board that the Technology Plan is complete except for minor editing.

Cindy Frazee thanked the students for their outstanding poetry presentation.

Chris Carson shared that we are still waiting for the State to put the tax initiative on the ballot in June, but it could be postponed until November.

Chris Oram shared that he met with SDCOE Assistant Superintendent, Lora Duzyk to discuss the “districts” issue. He shared that we will be inviting Ms. Duzyk to do a presentation on this topic at a future meeting. He thanked the students for their presentation. He informed the Board that the completed Technology Plan will be brought forward at a future meeting. He also shared that we will be having a joint meeting with the City in May.

James Grier thanked the students for the wonderful presentation.

ADJOURNMENT

The meeting was adjourned at 7:01 p.m.

HUMAN RESOURCES

None

BOARD WORKSHOP

General Plan Update

BOARD/CABINET COMMUNICATIONS

Alma Sarmiento

Rosie Alvarado

Matt Tessier

Cindy Frazee

Chris Carson

Chris Oram

James Grier, Jr.

ADJOURNMENT

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Chris Oram
Department: Administration

AGENDA ITEM:

Approve the Quarterly Report to the San Diego County Office of Education on *Williams* Complaints.

 X Action

 Information

BACKGROUND INFORMATION:

In May 2000, a lawsuit was filed against the State of California complaining that low-performing schools across the State were housed in facilities that were dirty, unsafe and inadequate with further allegations that these schools were additionally burdened with unqualified teachers and insufficient instructional materials. A settlement in *Williams* vs. California was agreed to in August 2004 and subsequently enacted into law through SB 6, SB 550, AB 1550, AB 2727 and AB 3001 (chaptered September 29, 2004).

The intent of the *Williams* settlement is to ensure that all students have equal access to:

- Instructional materials
- Qualified teachers
- Safe, clean and adequate facilities

CURRENT INFORMATION:

See attached quarterly uniform complaint report summary.

ADDITIONAL DATA:

A stipulation of the settlement is that all school districts must update Uniform Complaint Procedures to include:

- Instructional materials
- Teacher vacancies and misassignments
- Emergency or urgent facilities issues

The Governing Board of National School District enacted changes to the Uniform Complaint on December 8, 2004.

Notices have been posted in each classroom in every school informing parents/guardians that all classes in all California public schools must have sufficient instructional materials and that the facilities must be clean, safe and in “good repair.” The notices also provide information on how and where to file a complaint.

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of January through March 2011, no *Williams* Complaints were filed in the District.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

National School District

Quarterly Uniform Complaint Report Summary

For submission to National School District Governing Board

and

San Diego County Office of Education

District Name: National School District

Quarter covered by this report: January–March 2011

Please fill in the following table. Enter 0 in any cell that does not apply.

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
Totals:	0	0	0

Submitted by: Yvette Olea

Title: Executive Assistant to the Superintendent

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Chris Oram
Department: Administration

AGENDA ITEM:

Approve National School District Governing Board meeting schedule for the 2011-2012 school year.

 X Action

 Information

BACKGROUND INFORMATION:

The National School District Governing Board has traditionally met on the second and fourth Wednesdays of the month, with the exception of July, September, November, December and March.

CURRENT INFORMATION:

This schedule has enabled the District to conduct its business in a timely fashion and meet its monthly obligations.

ADDITIONAL DATA:

The proposed schedule is attached.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

NATIONAL SCHOOL DISTRICT
**GOVERNING BOARD MEETING SCHEDULE
2011-2012**

DATES

July 13, 2011
August 10, 2011
August 24, 2011
September 14, 2011
October 12, 2011
October 26, 2011
November 9, 2011
December 14, 2011
January 11, 2012
January 25, 2012
February 8, 2012
February 22, 2012
March 14, 2012
April 11, 2012
April 25, 2012
May 9, 2012
May 23, 2012
June 13, 2012*
June 27, 2012

**All meetings will be held at the Administration Center, with the exception of June 13, 2012, which will be held at Rancho de la Nación School. All meetings will begin at 6:00 p.m.*

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Cindy Frazee

Department: Human Resources

AGENDA ITEM:

Ratify/approve recommended actions in personnel activity list.

 X Action

 Information

BACKGROUND INFORMATION:

Background information on individuals submitted under separate cover to Board Members.

CURRENT INFORMATION:

See attached.

ADDITIONAL DATA:

See attached.

COST IMPLICATIONS: See attached.

FUNDING SOURCE: See attached.

CERTIFICATED STAFF RECOMMENDATIONS
April 13, 2011

Name **Position** **Effective Date** **Placement** **Funding Source**

Employment

None				
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Temporary Employment

None				
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Contract Extension/Change

None				
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Unpaid Leave of Absence

1. Mari Jones	Teacher Lincoln Acres School	2011-2012 School year		
2. Kathleen Wreschinsky	Teacher John Otis School	April 5, 2011 to June 16, 2011		

CLASSIFIED STAFF RECOMMENDATIONS
April 13, 2011

Name **Position** **Effective Date** **Placement** **Funding Source**

Employment

None				
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Temporary Employment

None				
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Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

The following employee resignation was accepted by Cindy Frazee, Assistant Superintendent of Human Resources:

Name	Position	Location	Effective Date
Lilit Movsisyan	Instructional Assistant Special Education	Las Palmas School	March 18, 2011

 Action

 X **Information**

BACKGROUND INFORMATION:

None

CURRENT INFORMATION:

None

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Approve On-loan Agreement #CT2668 between the University of California at San Diego (UCSD) and National School District (NSD) for Kathy Melanese to serve as 50% Distinguished Teacher in Residence and 50% Director of the California Reading & Literature Project, Regional Office, from July 1, 2011 to June 30, 2012.

 X Action

 Information

BACKGROUND INFORMATION:

As Distinguished Teacher in Residence, Ms. Melanese will co-teach methods courses at the university as well as supervise student teachers assigned to National School District.

CURRENT INFORMATION:

None

ADDITIONAL DATA:

UCSD agrees to pay the District in consideration of the services performed by Ms. Melanese during the term of this agreement not to exceed Class VII, Step 20 of the current teachers salary schedule, plus benefits.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Cindy Frazee

Department: Human Resources

AGENDA ITEM:

Adopt Resolution #10-11.28 in recognition of California Day of the Teacher, Wednesday, May 11, 2011.

 X Action

 Information

BACKGROUND INFORMATION:

These observations were established to honor teachers for their noteworthy efforts on behalf of children. It has been a tradition in the National School District to set aside a day in May to honor our teachers.

CURRENT INFORMATION:

Teachers will be recognized in various ways at the individual sites.

ADDITIONAL DATA:

See attached resolution.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

National School District Resolution

#10-11.28

IN RECOGNITION OF DAY OF THE TEACHER, MAY 11, 2011

WHEREAS, education is the most vital activity that we as a society undertake to ensure the well-being of the nation; and

WHEREAS, education is in large measure the result of the talent and commitment of teachers; and

WHEREAS, teaching is a profession characterized by skill, knowledge, discipline, tenacity and creativity in the delivery of instruction; and

WHEREAS, teachers are a source of caring, counseling, empathy, warmth and love; and

WHEREAS, teachers deserve widespread recognition and gratitude for their service; and

WHEREAS, teachers in the National School District work in earnest *to create successful learners* through motivation, will and compassion; and

WHEREAS, teachers in the National School District have made a significant difference in the lives of students in our community schools;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the National School District and the District Superintendent join with the San Diego County Office of Education in declaring May 11, 2011, as the annual “Day of the Teacher”; and

BE IT FURTHER RESOLVED, that the Governing Board of the National School District and the District Superintendent encourage activities to recognize and honor National School District teachers on this day.

Resolution #10-11-28
April 13, 2011
Page 2

PASSED AND ADOPTED this 13th day of April 2011, at the regular meeting of the National School District Governing Board.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

I, Chris Oram, Ed.D., Secretary to the Governing Board of National School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

Secretary to the Governing Board

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Cindy Frazee

Department: Human Resources

AGENDA ITEM:

Adopt Resolution #10-11.29, in recognition of National School District's classified employees and designating May 15–21, 2011, as Classified School Employee Week.

 X **Action**

 Information

BACKGROUND INFORMATION:

Each year the National School District recognizes classified employees during one week in May. This is a time to honor classified employees for the contributions they make to the District and to the education of our students.

CURRENT INFORMATION:

Classified employees will be recognized in various ways at the individual sites.

ADDITIONAL DATA:

See attached resolution.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

National School District

Resolution

#10-11.29

IN RECOGNITION OF CLASSIFIED EMPLOYEES AND DESIGNATING MAY 15–21, 2011, AS CLASSIFIED SCHOOL EMPLOYEE WEEK

WHEREAS, classified employees serve the students of National School District through their work at the National School District; and

WHEREAS, classified employees significantly assist the National School District in its commitment *to create successful learners* and provide quality educational programs and services to the children of National School District; and

WHEREAS, classified employees, individually and collectively, set an exemplary standard of performance and commitment; and

WHEREAS, classified employees provide knowledge, skills, and expertise that are relied upon by staff throughout the District.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the National School District and the District Superintendent express their gratitude and commend all classified employees for their service to the National School District and join the San Diego County Office of Education in designating the week of May 15–21, 2011, as “Classified School Employee Week.”

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Katie Filzenger

Department: Educational Services

AGENDA ITEM:

First reading of the Operational Agreement and Memorandum of Understanding between Integrity Charter School and the National School District Governing Board, effective July 1, 2011 through June 30, 2016. (Exhibit A)

_____ Action

_____ **X** _____ Information

BACKGROUND INFORMATION:

On May 28, 2003, the Governing Board approved an Operational Agreement and Memorandum of Understanding (MOU) with Integrity Charter School for a period of three years--July 1, 2003 to June 30, 2006. In June 2006, the Board then approved the revised Agreement and MOU for the Charter extension from July 1, 2006 to June 30, 2011. The Operational Agreement and MOU described the operation of Integrity Charter School and the rights and responsibilities of the District and the petitioner regarding the Charter School.

CURRENT INFORMATION:

Given the pending culmination of the 2006 Operational Agreement and MOU, District staff and Integrity Charter School representatives have met to review and revise the current Agreement and MOU. The Operational Agreement and MOU are now presented to the Governing Board for a first reading and will be presented for final review and action at the May 25 Board Meeting. The Operational Agreement, MOU and Charter Proposal include the recommended revisions to the original document, which are noted in bold print.

ADDITIONAL DATA:

Education Code Section 47607 states that a Charter granted by a school district governing board may be given one or more subsequent renewals by that same entity. Each renewal will be for a period of five years. See Exhibit A (copies reproduced for Board members only). A copy of Exhibit A is available in Administration for review.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Katie Filzenger

Department: Educational Services

AGENDA ITEM:

Approve the Findings and Recommendations of the Administrative Hearing Panel pursuant to student expulsions for students ID #782149 and #2004529.

 X Action

 Information

BACKGROUND INFORMATION:

On April 7, 2011, an Administrative Hearing Panel was convened to hear and receive oral and written evidence regarding the alleged violation of California Education Code 48900(b) and Board Policy cf. 5131.7 by students ID #782149 and #2004529.

CURRENT INFORMATION:

Membership on the panel was as follows:

Katie Filzenger, Chair
Anita Macy, Panel Member
Matt Tessier, Panel Member

Also present were:

Manuel Machado, Principal
Parents
Students

As a result of the evidence presented at the hearing and the Findings of Fact, the Administrative Hearing Panel has made their recommendations to the Governing Board for their final determination and action.

ADDITIONAL DATA:

The Education Code requires review in closed session in order to prevent the disclosure of confidential student record information (BB 9321).

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Christopher Carson
Department: Business Services

AGENDA ITEM:

Award contract for a five-year lease for a Xerox Copier model W7545P multifunction printer for Olivewood school. The lease term is \$129.66 per month and all prints at .0051 for black & white and .0505 for color.

 X Action

 Information

BACKGROUND INFORMATION:

The previous five-year lease for the current Xerox CC232 model copier at Olivewood school expired in November 2009.

CURRENT INFORMATION:

The W7545P WorkCentre is a Multifunction Printer. Standard features and functions include, network ready, fax capability, copy, print, color scan and stapling.

ADDITIONAL DATA:

None

COST IMPLICATIONS: Estimated Annual \$ 1,559.52 (Plus Print Charges)

FUNDING SOURCE: Site Title I Funds

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Christopher Carson
Department: Business Services

AGENDA ITEM:

Approve the extension of Interim License Agreement #CT2727 with Sweetwater Authority approving an interim parking arrangement with the District, effective through December 31, 2014.

 X Action

 Information

BACKGROUND INFORMATION:

On September 12, 2001 the Governing Board approved the Interim License Agreement with Sweetwater Authority from August 23 through November 29, 2001 to use property adjacent to Rancho de la Nación School for interim staff and student parking.

CURRENT INFORMATION:

National School District wishes to extend this contract in order to provide interim parking, as well as the loading and unloading of students and staff.

ADDITIONAL DATA:

None

COST IMPLICATIONS: \$6,000 per year

FUNDING SOURCE: General Fund

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Chris Oram
Department: Administration

AGENDA ITEM:

Amend Consultant Contract #CT2704 with Michael Romm to serve as a consultant to provide Database Analyst support for the data warehouse project.

 X Action

 Information

BACKGROUND INFORMATION:

For the past ten months we have been actively searching for a Database Analyst who could provide direct support for the continued development of the District's data warehouse project. In that time, it has become increasingly evident that candidates who have the background and experience necessary to do this work have not applied for our position. While we are waiting for a qualified applicant to apply, we still have significant work that needs to be done and we do not currently have the personnel in the District capable of doing this work.

CURRENT INFORMATION:

Michael Romm has an extensive background as a database designer and analyst, working as a consultant and has worked in both the public and private sectors. He is considered an expert in both relational and dimensional data modeling, warehouse design and the use of business intelligence software like Cognos. He has designed data warehousing projects and taught others how to complete that work as well. Given his extensive background and experience, he would be an excellent candidate to assist us with our data warehouse project until we are able to find a permanent person to do the job.

ADDITIONAL DATA:

We would like for Michael to continue to work with us in reviewing the current warehouse structure and determining how it might need to be modified to maximize its use in the future. He would also continue to assist us in the development of reporting cubes that can be used with Cognos for report development and in developing the tools and infrastructure necessary for the implementation of "ad hoc" reporting (the ability of users to develop their own customized reports). The purpose of this work is to develop a system for the District that will minimize our dependence on consultants in the future and allow us to bring more of the day-to-day work related to data in house.

COST IMPLICATIONS: Not to exceed \$30,000

FUNDING SOURCE: Categorical Funds

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Chris Oram
Department: Administration

AGENDA ITEM:

Approve Consultant Contract #CT2706 with Dr. Sheridan Barker to provide Strategic Planning Facilitation during the 2010-2011 school year at a cost not to exceed \$11,000.

 X Action

 Information

BACKGROUND INFORMATION:

Dr. Sheridan Barker has over 30 years experience in public education, with most of her experience in the South Bay area. She most recently served as the Director of Leadership Services for the San Diego County Office of Education. She is a trained facilitator and her most recent projects were to facilitate the strategic planning process for the Ramona Union School District and to design a leadership development program for the Sweetwater Union High School District. Dr. Barker's extensive experience as an instructional aide, classroom teacher, professional developer, educational administrator, leadership coach and community builder has made her a passionate advocate of leadership that ensures that each child meets or exceeds standards.

CURRENT INFORMATION:

Dr. Barker will facilitate the initial stages of the District's Strategic Planning Process. She will assist District staff to conduct climate surveys with staff, students and parents. She will facilitate a Strategic Planning Meeting for staff, parents, community members and other stakeholders. She will assist District Office and school staff in the development of District goals and school site plans that closely align with the District vision for our students.

ADDITIONAL DATA:

None

COST IMPLICATIONS: Not to exceed \$11,000

FUNDING SOURCE: Centralized Services - Title I and EIA

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Chris Oram

Department: Administration

AGENDA ITEM:

Approve Consultant Contract #CT2728 with David Irwin to serve as a consultant to provide Database Analyst support for the data warehouse project.

 X Action

 Information

BACKGROUND INFORMATION:

For the past ten months we have been actively searching for a Database Analyst who could provide direct support for the continued development of the District's data warehouse project. In that time, it has become increasingly evident that candidates who have the background and experience necessary to do this work have not applied for our position. While we are waiting for a qualified applicant to apply, we still have significant work that needs to be done and we do not currently have the personnel in the District capable of doing this work.

CURRENT INFORMATION:

David Irwin has an extensive background as a database designer and analyst, working as a consultant and has worked in both the public and private sectors. He is considered an expert in both relational and dimensional data modeling, warehouse design and the use of business intelligence software like Cognos. He has designed data warehousing projects and taught others how to complete that work as well. Given his extensive background and experience, he would be an excellent candidate to assist us with our data warehouse project until we are able to find a permanent person to do the job.

ADDITIONAL DATA:

We would like for David to work with us on a project with a limited scope and timeline to see how this relationship might work for us. He would assist us in reviewing the current warehouse structure and determining how it might need to be modified to maximize its use in the future. He would also assist us in the development of reporting cubes that can be used with Cognos for report development and in developing the tools and infrastructure necessary for the implementation of "ad hoc" reporting (the ability of users to develop their own customized reports). The purpose of this work is to develop a system for the District that will minimize our dependence on consultants in the future and allow us to bring more of the day-to-day work related to data in house. The cost of this contract and the one for David Irwin does not exceed the budgeted amount set aside for the Data Analyst position.

COST IMPLICATIONS: Not to exceed \$60,000

FUNDING SOURCE: Categorical Funds

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Chris Oram
Department: Administration

AGENDA ITEM:

First reading of Board Policies and Administrative Regulations from California School Boards Association updates of November 2010 as follows: (Exhibit C)

- 0000 Philosophy-Goals-Objectives and Comprehensive Plans
- 1000 Community Relations
- 3000 Business and Non-Instructional Operations
- 4000 Personnel
- 5000 Students
- 6000 Instruction
- 9000 Bylaws of the Board

 Action

 X Information

BACKGROUND INFORMATION:

On May 11, 1994, the Governing Board approved an agreement with California School Boards Association for the development of a local policy manual. The updates have been reviewed by staff and are now ready for a first reading by the Governing Board.

CURRENT INFORMATION:

See Exhibit C (copies reproduced for Board members only). A copy of Exhibit C is available in Administration for review.

ADDITIONAL DATA:

These policies will be submitted for second reading and adoption at the May 11, 2011, Board meeting.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Christopher Carson

Department: Business Services

AGENDA ITEM:

Adopt Resolution #10-11.30 authorizing the borrowing of funds for fiscal year 2011-2012 and the issuance and sale of one or more series of 2011 Tax And Revenue Anticipation Notes (TRANs) in an amount not to exceed \$5,000,000 and to participate in the San Diego County and School District Tax Revenue Anticipation Note Program and request the Board of Supervisors of the County to issue and sell said notes.

 X Action

 Information

BACKGROUND INFORMATION:

Tax and Revenue Anticipation Notes (TRANs) are debt instruments issued by school districts to eliminate short-term cash flow deficiencies, which result from fluctuations in revenue receipts and expenditure disbursements. Generally, TRANs are issued for 12 months and repaid out of revenues of the fiscal year in which the borrowing occurs. The 2011 TRANs will be issued through a pooled financing program of school districts located in San Diego County. The San Diego County Office of Education and the County of San Diego organize the pooled program.

CURRENT INFORMATION:

The purpose of the temporary borrowing is to increase available cash balances, which provide operating funds to cover cash shortfalls. Cash shortfalls arise due to the timing of monthly cash receipts and expenditure disbursements throughout the 2011-2012 fiscal year. The borrowing may also provide an additional source of revenue because the cost of borrowing is less than TRANs reinvestment income, producing a net gain to the District.

This Resolution authorizes the issuance by the District TRANs in an amount not to exceed \$5,000,000. The resolution authorizes various financing documentation, including a Purchase Contract, Trust Agreement, Credit Agreement, Preliminary Official Statement and Financial Advisor Agreement, which are on file in the District Office. The Credit Agreement will be entered into with a highly rated financial institution only if the use of credit enhancement provides an economic benefit to the District, based upon the advice of the District's financial advisor. The resolution authorizes the Superintendent or Assistant Superintendent of Business Services, to sign financing documentation in connection with the issuance of the TRANs. The resolution also appoints the law firm of Orrick, Herrington, & Sutcliffe as bond counsel to the District. Orrick is a national law firm, which specializes in municipal bond law. Government Financial Services Inc. is the financial advisory firm assisting the District with the TRANs.

ADDITIONAL DATA:

Rich Malone, Chief Operating Officer – Government Financial Services, Inc., is the financial advisor assisting with the TRANs issue. Mr. Malone has worked with the selected financial advisors in past National School District TRANs issues.

COST IMPLICATIONS: Estimated \$12,500 (the difference between the estimated rate of borrowing and the projected interest rate yield on TRANs funds deposited is a loss of approximately -0.25%).

FUNDING SOURCE: General Fund

National School District

Resolution

#10-11.30

RESOLUTION OF NATIONAL SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-2012 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2011 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$5,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

WHEREAS, school districts and the County of San Diego (the "County") are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (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;

WHEREAS, the legislative body (the "Board") of the school district specified in Section 22 hereof (the "District") has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the "Principal Amount") is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2012 (the "Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2011 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the "Note");

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed 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 of the District provided for or attributable to the Repayment Fiscal Year and available for the payment of the principal of the Note and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds

(exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof);

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts and the County (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes, which will be marketed together with some or all of the notes issued by other school districts and the County participating in the Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District, or alternatively, the District may issue its note on a stand-alone basis, depending on market conditions;

WHEREAS, the financial advisor to the participating school districts (the "Financial Advisor"), together with the underwriter appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes (which may include a single note of one participating school district) or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures Note Participations comprising each Series and (ii) possibly other features, all of which the District hereby authorizes the Financial Advisor to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") between such Issuers and the banking institution named therein as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the Districts to be material;

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations 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;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in its Note and the notes issued by other Issuers in such Series, if any; if the District Officer determines at the time of issuance of its Note that participation in such Program is in the best financial interests of the District;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by the District or by the other Issuers of their respective notes may or may not be secured either 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 designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

WHEREAS, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on behalf of the Issuers by the County Officer, as hereinafter defined, in the Pricing Confirmation set forth in Exhibit A to the Purchase Agreement hereinafter defined;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Board, or, in the case of the Credit Instruments, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the County Officer, as hereinafter defined, of the Pricing Confirmation;

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, 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 in the event that the Note is sold on a stand-alone basis, the District will be responsible for (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, all Predefault Obligations and the Issuer's Reimbursement Obligations, if any;

WHEREAS, pursuant to the Program, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement

(the "Purchase Agreement") approved by an Authorized District Representative and the County Officer, as referred to in Section 4;

WHEREAS, the District has determined that it may be desirable to provide for the issuance of an additional parity note (the "Parity Note") during the Repayment Fiscal Year, the principal and interest on which are secured by Pledged Revenues, hereinafter defined, on a parity with the Note; 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. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year 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, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2011 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one series is issued, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

If the respective Note as evidenced and represented by the Series of Note Participations 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 or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw 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 the respective Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, 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 sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note 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 any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America.

Each Note may be issued in conjunction with the note or notes of one or more other Issuers, if any, as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the District Officer at the time of issuance of the Note that participation in such Program is in the best financial interests of the District.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at closing.

Section 4. Sale of Note; Delegation. The Note as evidenced and represented by the Note Participations may be sold to the Underwriter appointed in Section 21 pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto, presented to this meeting is hereby approved; provided, however, in the event one or more Authorized District Representatives identified in Section 22 hereof decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation. The Chief Financial Officer, or in the absence of such officer, his or her assistant, the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant and the Debt Finance Manager (each a "County Officer") are each hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such County Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the amount of the Note; *provided further*, that there shall be no Underwriter's

discount in the event of a private placement of the Series of Note Participations, but such private placement will be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the in the proportion that the face amount of the Note which the Series of Note Participations represents bears to the total aggregate face amount of such respective Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting or otherwise to the Board, are hereby approved, and the President or Chairperson of the Board of the District, the Superintendent, the Assistant Superintendent for Business, the Business Manager or Chief Financial Officer of the District, as the case may be, or, in the absence of any such officer, his or her assistant (each a "District Officer") is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the District Officer following execution by the County Officer of 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 and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The District Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider, if any, payable by the District, negative and affirmation covenants of the District and events of default. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum or preliminary limited offering memorandum (the "Preliminary Official Statement") relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion and corrections as any Authorized District Representative may approve, and the Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements thereto, shall be in form "deemed final" by the District for purposes of Rule 15c2- 12, promulgated by the Securities and Exchange

Commission (the "Rule"), unless otherwise exempt, but is subject to revision, amendment and completion in a final official statement, private offering memorandum or limited offering memorandum (the "Official Statement"). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, 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 Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The District Officer is hereby authorized and directed to provide the Financial Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by the Rule, hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers, if any, or any Credit Provider. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the 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 Financial Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the 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 Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note 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 Series of Note Participations will be deemed to have received such principal amount 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 the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 8 hereof) 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 of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefore from the Trustee.

Section 6. No Joint Obligation; Owners' Rights. The Note shall be marketed and sold on either a stand-alone basis or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of such other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners 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, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note 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 the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Note. The moneys received from the sale of the Note allocable to the District's costs related to the issuance of the Note, if sold on a standalone basis or the District's share of the costs of issuance if issued in a pool with other Issuers, shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The

moneys received from the sale of the Note (net of the District's costs related to the issuance of the Note if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create separate accounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund, which shall constitute the District's Proceeds Subaccount.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 8. Source of Payment. The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note and the amount, if any owed the Credit Provider, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefore (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms "Unrestricted Revenue" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose; and provided further, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District's funds on deposit with the County Treasurer-Tax Collector for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of the Note as sequentially numbered Repayment Dates (each individual date a "Repayment Date" and collectively "Repayment Dates") (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in such fund, is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the principal of the Note and interest due on the Note, as specified in the related Pricing Confirmation. Any such deposit may take into consideration anticipated investment earnings on amounts invested in a Permitted Investment, as defined in the Trust Agreement, with a fixed rate of return through the Maturity Date.

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Note at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; *provided, however*, that the maximum number of Repayment Dates for each Note shall be six. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues, 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; and in connection therewith, the District authorizes the County Treasurer-Tax Collector to transfer any District funds then held or later received by the County Treasurer-Tax Collector, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note and (to the extent provided in the Trust Agreement) the Credit Provider. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider, if any.

The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Note, or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the

Note in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the Pricing Confirmation. In the event the County Officer designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the Investment Agreement with respect to the District under the Investment Agreement shall be severable. 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 the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement.

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the outstanding Note and (iii) the District shall have received the written consent of the Credit Provider, if any, to the issuance of the Parity Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

Section 9. Execution of Note. The County Officer shall be authorized to execute the Note 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 the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the related Pricing Confirmation. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. 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 the Resolution and enter into and perform its obligations under the Purchase Agreement and (ii) authorize the County to issue the Note on its behalf.

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

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with 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, 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 the Note 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 the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has 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 final budget for the Repayment Fiscal Year, (ii) provide to the Credit Provider, if any, the Financial Advisor and the Underwriter (or owner of the Series of Note Participations in the event of a private placement), promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed 85% of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received or accrued by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

(G) The County has experienced an *ad valorem* property tax collection rate of not less than 85% of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least 85% of such amount for the Repayment Fiscal Year.

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

(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 Financial Advisor and the Underwriter and the Credit Provider, if any, and in the Preliminary Official Statement and to be set forth in the final Official Statement, 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 the Note. The District agrees to furnish to the Financial Advisor, the Underwriter (or owners of the Series of Note Participations in the event of a private placement), the Trustee and the Credit Provider, 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.

(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 the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, 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, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, 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 consent of the Credit Provider, if any, or (ii) in any way that would materially adversely affect the interests of the Note holders or Note Participation Owners.

(L) Upon issuance of the Note, the Note and this Resolution 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, 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 public entities, 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 the Note.

(N) Except for a Parity Note, if any, pursuant to Section 8 hereof, the District shall not incur any indebtedness 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 the Credit Provider is not in default under the 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 Trust Agreement, as applicable. 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. 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) As a condition to the issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2009-10 or Fiscal Year 2010-11 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification applicable to Fiscal Year 2009-10 or Fiscal Year 2010-11 within the meaning of Section 42133 of the Education Code of the State of California, the District shall provide to the Financial Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Notes is probable within the meaning of Section 42133 of the Education Code of the State of California. The District funded its Reserve for Economic Uncertainties for Fiscal Year 2010-2011 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal

Year 2011-2012 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(Q) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

(R) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

Section 11. Tax Covenants. 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 the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be "arbitrage bonds" 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 the Note, 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.

The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2011, including the Note, is not reasonably expected to exceed \$5,000,000, *provided* that such amount shall be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, **or in the alternative**, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the respective dates of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

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 11, no one other than the holders or former holders of the Note, the Owners 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.

The covenants contained in this Section 11 shall survive the payment of the Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, 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 the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other 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 the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall 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 Purchase Agreement (including the Pricing Confirmation) or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) 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 Owners' interests;

(e) 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;

(f) 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, liquidation or trustee) of the District or any of its property is appointed by court order 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 Owners' interests;

(g) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by

law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity, 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

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) 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, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's 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 Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has 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 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the 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 such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of the Note.

Section 14. Approval of Actions. The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution. 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 Note 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, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, 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 irreparable.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, 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 therefore as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 17. Treasurer's Loans. To the extent necessary in the judgment of the District Officer, the District Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Note and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received or accrued by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Note and other items of indebtedness issued pursuant to the Government Code and the interest thereon.

Section 18. Submittal of Resolution to County. To the extent required by law, the Secretary of the governing 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-Tax Collector of the County and to the County Superintendent of Schools.

Section 19. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Note, or related to the proceedings for sale, award, issuance and delivery of the Note in connection with the Program, or in connection with any information pertaining to the District included in (or omitted from but required to be stated in) the Preliminary Official Statement or the final Official Statement. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 20. Appointment of Bond Counsel. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 21. Appointment of Financial Advisor and Underwriter. Any District Officer is hereby authorized, in consultation with the San Diego County Office of Education, to appoint Government Financial Strategies inc. to serve as Financial Advisor for the District in connection with the Program, and to execute an agreement for financial advisory services with such firm. Citigroup Global Markets, Inc., together with such co-underwriters, if any, identified in the Purchase Agreement, is hereby appointed as underwriter for the Program.

Section 22. Resolution Parameters.

- (a) Name of District: National School District
- (b) Maximum Amount of Borrowing: \$5,000,000
- (c) Authorized District Representatives:
 - (1) Superintendent
 - (2) Assistant Superintendent of Business Services
 - (3) Assistant Superintendent of Educational Services

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Section 23. 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 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

EXHIBIT A
FORM OF NOTES
NATIONAL SCHOOL DISTRICT
COUNTY OF SAN DIEGO, CALIFORNIA
 2011 TAX AND REVENUE ANTICIPATION NOTE, SERIES */

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
__% (Total of principal and interest due on Note at maturity) **/	__% (Total of principal and interest due on Note at maturity) **/	__% (Total of principal and interest due on Note at maturity) **/

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$ _____

FOR VALUE RECEIVED, the National School District (the "District"), located in the County of San Diego, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Interest 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 to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. 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 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

*/ If more than one Series is issued under the Program in the Repayment Fiscal Year.

**/ Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

this Note for payment. If the District fails to pay this Note when due or the Credit Provider (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 (as defined in the Resolution) to pay all or a portion of 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 the authorized issue of the Note in the aggregate principal amount made, executed and given 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.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2012 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefore, as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

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.

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.

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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.

COUNTY OF SAN DIEGO

By: _____
Chief Financial Officer

Countersigned

By: _____
Clerk of the Board of Supervisors

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[STATEMENT OF INSURANCE]*/

*/ To be used only if Credit Instrument is a policy of municipal bond insurance.

SECRETARY'S CERTIFICATE

I, Chris Oram, Ed.D., Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly held at the regular meeting place thereof on the 13th day of April, 2011, of which meeting all of the members of said 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:

ABSTAIN:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 1500 N Avenue, National City, 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.

Dated: April 13, 2011

Secretary of the Board

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Christopher Carson
 Department: Business Services

AGENDA ITEM:

Award bids and approve contracts as follows:

Contractor	Contract No.	Project	Bid Amount
SC Services Inc.	CT2725	Asphalt	\$79,160.00
A & S Flooring	CT2726	Flooring	\$75,601.00

 X Action

 Information

BACKGROUND INFORMATION:

On February 23, 2011, the Board authorized the administration to advertise for bids for the projects listed above. Each year deferred maintenance projects such as asphalt and flooring are scheduled at the various schools. The annual bids are a necessary part of meeting these needs at each of the schools. The funding for these projects comes from deferred maintenance.

CURRENT INFORMATION:

These projects were advertised in the San Diego Daily Transcript on March 3 and 10, 2011. The District requires a minimum of two to three references for each bidder. All references are checked thoroughly.

The bids were open on Thursday, March 24, 2011. The bid results are as follows with lowest responsive bidder in bold:

Asphalt Contractor	Total Amount of Bid
Kirk Paving, Inc.	\$80,671.00
SC Services Inc.	\$79,160.00 (Lowest Responsive Bid)
Sealright	\$65,022.30
Ramona Paving	\$97,425.00

Flooring Contractor	Total Amount of Bid
A & S Flooring	\$75,601.00

ADDITIONAL DATA:

The District is recommending the above bids be awarded and contracts approved. All have been determined to be qualified responsive/responsible bidders.

COST IMPLICATIONS: \$154,761.00

FUNDING SOURCE: Deferred Maintenance Fund

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Christopher Carson
Department: Business Services

AGENDA ITEM:

Accept the following gifts:

1. \$200.00 from Jeannene Smith to Kimball School to be used for transportation for Reuben H. Fleet Center field trip on February 10, 2011.
2. \$187.20 from Wells Fargo Foundation to Kimball School to be used for school supplies and/or school related needs.
3. \$25.00 from Mission Federal Credit Union to Olivewood School to be used for teacher incentives.

 X Action

 Information

BACKGROUND INFORMATION:

- Jeannene Smith is a teacher at Kimball School with an interest in supporting school activities.
- Wells Fargo is proud to support organizations working to strengthen local communities and improving the quality of life for those who live there. Through Wells Fargo charitable contributions and the efforts of our enthusiastic team member volunteers, they share success within local communities by giving back to non-profit organizations that address vital community needs and issues.
- It is Mission Federal Credit Union's mission to give back to their local community through a large variety of strategic partnerships with local educational and other nonprofits, philanthropic grant funding from their Community Foundation and community event sponsorships.

CURRENT INFORMATION:

Matching funds will not be made available for the 2010-11 school year due to budget constraints.

ADDITIONAL DATA:

National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Cindy Frazee

Department: Human Resources

AGENDA ITEM:

Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from California School Employees Association, Chapter 206 to open negotiations with the District for the 2011-2012 School Year.

 Action

 X **Information**

BACKGROUND INFORMATION:

Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as “sunshining”, gives the public the opportunity to express their views at a Board meeting prior to the Board’s adoption of any formal proposal submitted during the negotiation process with recognized employee organizational representatives.

CURRENT INFORMATION:

CSEA proposes to open negotiations for the following articles:

Article 12 Health and Welfare Benefits

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Cindy Frazee

Department: Human Resources

AGENDA ITEM:

Adopt proposal from the California School Employees Association, Chapter 206 to open negotiations with the District for the 2011-2012 School Year.

 X Action

 Information

BACKGROUND INFORMATION:

The proposed action simply is an adoption of CSEA’s initial proposal for purposes of negotiations.

CURRENT INFORMATION:

In accordance with the current agreement with the California School Employees Association intends to open on the following Articles:

Article 12 Health and Welfare Benefits

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 13, 2011

Prepared by: Chris Oram
Department: Administration

AGENDA ITEM:

Presentation regarding the development of a District Strategic Plan.

 Action

 X Information

BACKGROUND INFORMATION:

Two prospective strategic planning facilitators made presentations about how they would lead a strategic planning process in our District to Augmented Cabinet about a year ago. The purpose was to provide information about the strategic planning so that we could evaluate whether this might be something that made sense for our District. Both facilitators were familiar with and had been trained in the Baldrige Education Criteria for Performance Excellence Framework. After reviewing both presentations and after reviewing the content at length, we determined that Dr. Sheridan Barker was the best person to facilitate a strategic planning process for our school district.

Dr. Barker conducted a Board workshop that described the strategic planning process at length in January of 2010. We put the strategic plan on hold, however, until after negotiations could be completed with the teachers. Since some time has passed since that presentation and we have a new Board member, this is an opportunity for the Board to hear for a second time about the strategic planning process and to ask questions of the consultant before we bring an action item forward for approval.

CURRENT INFORMATION:

Dr. Sheridan Barker has over 30 years experience in public education, with most of her experience in the South Bay area. She most recently served as the Director of Leadership Services for the San Diego County Office of Education. She is a trained facilitator and her most recent projects were to facilitate the strategic planning process for the Ramona Union School District and to design a leadership development program for the Sweetwater Union High School District. Dr. Barker's extensive experience as an instructional aide, classroom teacher, professional developer, educational administrator, leadership coach and community builder has made her a passionate advocate of leadership that ensures that each child meets or exceeds standards.

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A