



Governing Board Agenda April 28, 2010

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, President

Ms. Alvarado was first elected to the Governing Board in November 1990 and her present term expires December 2010.

Barbara Avalos, Member

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

Anne Campbell, Member

Ms. Campbell was first elected to the Governing Board in November 1988, after serving a year's appointment, and her present term expires December 2010.

James Grier, Jr., Clerk

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 2010.

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

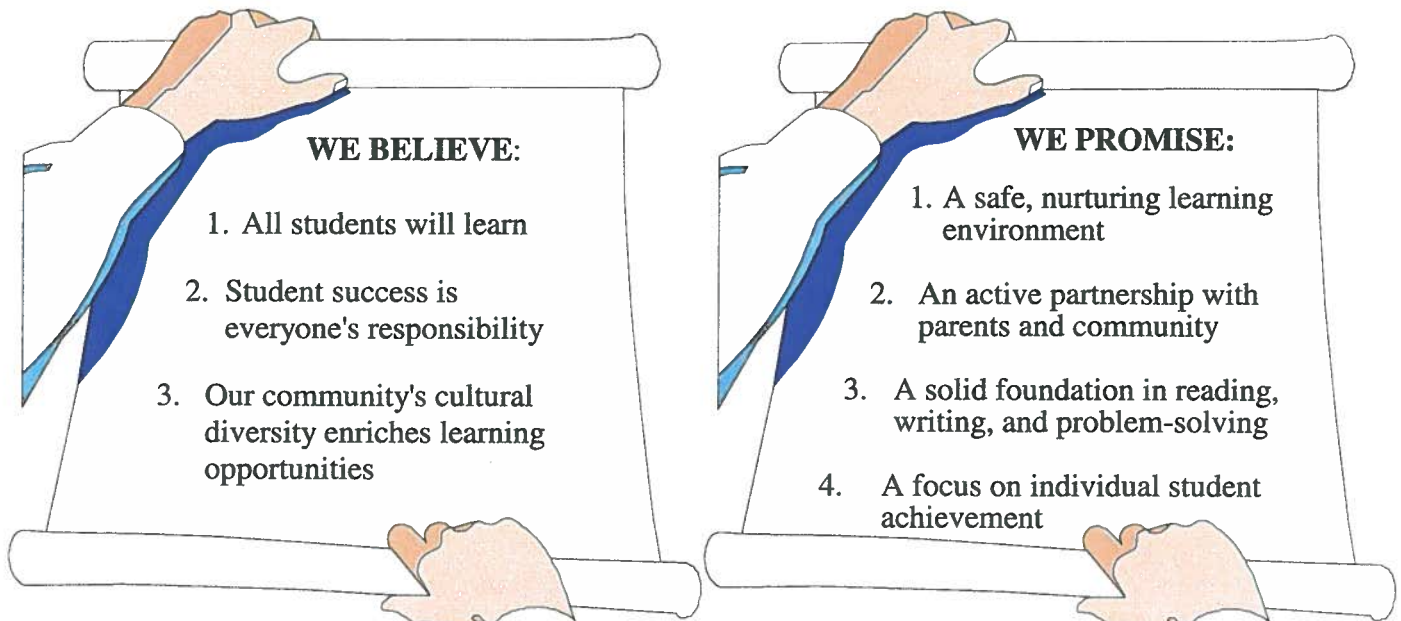
The National School District, in compliance with the Americans with Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting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





REGULAR MEETING OF THE GOVERNING BOARD

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

April 28, 2010 -- 6:00 p.m.

Closed Session from 5:00 - 6:00 p.m.

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

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: Director of Student Support Services

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
Anne L. Campbell
James Grier, Jr.
Alma Sarmiento

Staff:

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

1. PRESENTATION

- A. Recognize Mr. Clint Taylor, for his many years of outstanding contributions as a member of the African American Student Parent Conference Committee. Charlene Lemons-Shivers. **(Page 1)**
- B. Presentation by Rancho de la Nación students regarding their Picture This/Picture These projects.
- C. Recognize Maria Hernandez and Esther Figueroa, Rancho de la Nación School, as the National School District Volunteers of the Month for April 2010. **(Page 2)**
- D. Recognize Maria Medina, Teacher, Rancho de la Nación School, as Employee of the Month for April 2010. **(Page 3)**
- E. Recognize and honor the following recipients of the National School District 20-Year Service Pin: **(Page 4)**

Sarah Cancel	Resource Specialist Program Teacher, Lincoln Acres Preschool Center
Maria Dalla	Administrative Assistant/Office Manager, District Office
Belinda Farley	Preschool Teacher, El Toyon School
Anamaria Garcia	Office Technician-School, Palmer Way School
Margaret Godshalk	Teacher, Kimball School
Martha Gutierrez	Administrative Assistant/Office Manager, District Office
Rosa Jaramillo	Teacher, Rancho de la Nación School
Katherine Melanese	Teacher, On-Loan to the University of California San Diego

Blanca Turner Special Day Class Teacher, El Toyon School
Diana Whitaker Teacher, Palmer Way 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 Regular board meeting held on March 24, 2010. **(Page 5)**
B. Approve minutes of the Special board meeting held on April 13, 2010. **(Page 11)**

Administration

- C. Approve the Quarterly Report to the San Diego County Office of Education on *Williams* Complaints. **(Page 13)**

Human Resources

- D. Ratify/approve recommended actions in personnel activity list. **(Page 16)**

E. The Governing Board gave pre-approval to hire the following employees. **(Page 19)**

Name	Position	Location	Effective Date
Sue Braden	Impact Teacher	Kimball School	April 12, 2010
Maria Zamora	Impact Teacher	Rancho de la Nación School	March 26, 2010

F. The following employee resignations/retirements were accepted by Cindy Frazee, Assistant Superintendent of Human Resources: **(Page 20)**

Name	Position	Location	Effective Date
Ana Almaraz	Teacher of Special Day Class	Lincoln Acres School	June 17, 2010
Irma Ashtari	Teacher	Las Palmas School	June 17, 2010
Megan Banuelos	Teacher	Rancho de la Nación School	June 17, 2010
Maria Barajas	Teacher	Palmer Way School	June 17, 2010
Linda Bouchard	Teacher	Olivewood School	June 17, 2010
Beneranda Calderon	Teacher	Kimball School	June 17, 2010
Connie Campos-Jimenez	Teacher	Central School	June 17, 2010
Rhonda Cash	School Psychologist	John Otis and Kimball Schools	June 17, 2010
Maureen Cheverton	Resource Specialist Program Teacher	Palmer Way School	June 17, 2010
Iris Delaney	Teacher	Rancho de la Nación School	June 17, 2010
Janice Evangelista	Instructional Assistant Preschool	Palmer Way Preschool	April 12, 2010
Barbara Garcia	Language Arts Specialist	Ira Harbison School	June 17, 2010
Wendy Gerdeman	Teacher	Olivewood School	June 17, 2010
Daryl Hern	Teacher	Palmer Way School	June 17, 2010
Louise Holland	Teacher	El Toyon School	June 17, 2010
Susan Kennedy	Teacher	Olivewood School	June 17, 2010
Esthela Magos-Bautista	Teacher of Special Day Class	Kimball School	June 17, 2010

Penny Mathewson	Teacher	Las Palmas School	June 17, 2010
Carey McCoy	Teacher	Rancho de la Nación School	June 17, 2010
Lynda Mooney	Teacher	Las Palmas School	June 17, 2010
Gisel Pena	Instructional Assistant Special Education	Lincoln Acres School	March 26, 2010
Evelyn Pulido	Teacher	Lincoln Acres School	June 17, 2010
Carmen Rocha	Child Nutrition Services Assistant I	Ira Harbison School	April 12, 2010
Linda Sandvall	Teacher	Lincoln Acres School	June 17, 2010
Francisco Sevilla	Teacher	Palmer Way School	June 17, 2010
Patricia Smith	Speech Language Pathologist	Olivewood School	June 17, 2010
Clint Taylor	Coordinator of Extended Learning Opportunities	District Office	July 9, 2010
Guillermo Valdivia	Teacher of Special Day Class	Las Palmas School	June 17, 2010
Rosalinda Valdivia	Teacher	Lincoln Acres School	June 17, 2010
Makiko Watson	Instructional Assistant Preschool	Central School	April 13, 2010

- G. Approve the appointment of the following teacher as an alternate Peer Assistance Review (PAR) Council member for the 2009-2010 school year and revise stipend amount for Preschool PAR member position. **(Page 22)**

PAR COUNCIL 2009-2010		
Name	School	PAR Council Position
Donna Santini	Las Palmas School	Alternate Member

- H. Adopt Resolution #09-10.26 in recognition of California Day of the Teacher, Wednesday, May 12, 2010. **(Page 23)**
- I. Adopt Resolution #09-10.27, in recognition of National School District’s classified employees and designating May 16–22, 2010, as Classified School Employee Week. **(Page 26)**

Educational Services

- J. Approve School and District Accountability Report Cards for the 2009-10 school year (see Exhibit A). **(Page 29)**

Business Services

K. Ratify/approve purchase orders, contracts, and warrants as summarized below and detailed in Exhibit B. (Page 30)

I. Purchase Orders #A03806, #C146-C163, #F90482-F90554, #P754; P756-P830, #S04540-S04567	\$	324,491.18
II. Child Nutrition Checks	\$	0.00
III. Consultant Contracts (not to exceed \$500 each)	\$	0.00
IV. Commercial Warrants	\$	810,099.90
V. Miscellaneous Contracts	\$	0.00
VI. Revolving Cash Fund Business I (month ending March 31, 2010)	\$	605.00
VII. Revolving Cash Fund Business II (month ending March 31, 2010)	\$	3.00

District Superintendent’s Recommendation: Approve Consent Calendar.

Moved by _____ Seconded by _____ Vote _____

5. GENERAL FUNCTIONS

None

6. POLICIES, REGULATIONS, BYLAWS

First Reading - No Action Required

None

Second Reading and Adoption

None

7. EDUCATIONAL SERVICES

None

8. BUSINESS SERVICES

- A. Conduct a Public Hearing on the General Waiver Request for the Integrity Charter School of the Deferral of Principal Apportionment Payments for the 2009-10 school year. **(Page 31)**
- B. Approve the General Waiver Request for the Integrity Charter School of the Deferral of Principal Apportionment Payments for the 2009-10 school year (see Exhibit C). **(Page 32)**

District Superintendent’s Recommendation: Approve General Waiver Request.

Moved by _____ Seconded by _____ Vote _____

- C. Adopt Resolution #09-10.28 authorizing the borrowing of funds for fiscal year 2010-11 and the issuance and sale of one or more series of 2010 Tax And Revenue Anticipation Notes (TRANS) in an amount not to exceed \$2,500,000, 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 33)**

District Superintendent’s Recommendation: Adopt resolution.

Moved by _____ Seconded by _____ Vote _____

- D. Award bids and approve contracts as follows: **(Page 59)**

Contractor	Contract No.	Project	Bid Amount
SC Services, Inc.	CT2636	Asphalt	\$152,301.00
A & S Flooring	CT2637	Flooring	\$47,607.00
Omega Construction Co. Inc.	CT2638	Painting	\$18,600.00
Webco Construction	CT2639	Roofing	\$20,850.00
EC Constructors Inc.	CT2640	Windows at Kimball	\$61,382.00

District Superintendent’s Recommendation: Award bids.

Moved by _____ Seconded by _____ Vote _____

E. Accept gifts: **(Page 61)**

1. \$1,981.00 from Central C-PAC to Central School to be used for Sixth Grade Camp.
2. \$1,514.66 from Las Palmas PTO to Las Palmas School to be used for field trip transportation.
3. \$100.00 from Perry Ford of National City to Rancho De La Nación School to be used for Sixth Grade Camp.
4. \$150.00 from Kiwanis Club of Sweetwater to National School District to be used for English Learner Reclassification Activities.
5. \$200.00 from National City Elementary Teachers Association to Kimball School to be used for Sixth Grade Camp.
6. \$266.00 from Kimball PTO to Kimball School to be used for notebooks for Kindergarten.
7. \$1,000.00 from Mission Federal Credit Union to National School District to be used for the Adelante Mujer Conference.
8. \$61.36 from Ralph’s Grocery Company to National School District to be used for Fine Arts Program.
9. \$399.00 from Rhonda Rogers to National School District to be used for Professional Development.
10. \$400.00 from Trey Thompson to National School District to be used for Professional Development.
11. \$500.00 from Sony Corporation of America to Las Palmas School to be used for Sixth Grade Camp transportation.
12. \$1,197 from Houghton Mifflin to National School District to be used for Professional Development.

District Superintendent's Recommendation: Accept gifts.

Moved by _____ Seconded by _____ Vote _____

9. HUMAN RESOURCES

- A. Approve revision of the Director of Child Nutrition Services job description and re-title the position Director of Business Support Services. **(Page 63)**

District Superintendent's Recommendation: Approve revision of job description.

Moved by _____ Seconded by _____ Vote _____

10. BOARD WORKSHOP

None

11. BOARD/CABINET COMMUNICATIONS

12. ADJOURNMENT

Note: The next regularly scheduled Board Meeting is scheduled to begin at 6:00 p.m. on May 12, 2010, at the Administration Center.

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared by: Chris Oram
Department: Administration

AGENDA ITEM:

Recognize Mr. Clint Taylor, for his many years of outstanding contributions as a member of the African American Student Parent Conference Committee.

 Action

 X Information

BACKGROUND INFORMATION:

Charlene Lemons-Shivers, Director of Alternative Education, Sweetwater Union High School District, and the Chair of the African American Student Parent Conference would like to formally express her appreciation and gratitude to Clint Taylor, Coordinator of Extended Learning Opportunities, National School District and member of the African American Student Parent Conference Committee, for the many years of unending support and service he has rendered to students, parents and the community.

CURRENT INFORMATION:

Mr. Taylor is an exemplary member of the Committee and an outstanding representative of the National School District. Mr. Taylor's positive attitude, willingness to always go above and beyond what is needed, and his true spirit of servitude and volunteerism have been much appreciated. The Committee will truly miss Mr. Taylor's smile, dedication and faithful presence.

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared by: Dr. Cindy Vasquez

Department: Rancho de la Nación

AGENDA ITEM:

Recognize Maria Hernandez and Esther Figueroa, Rancho de la Nación School, as the National School District Volunteers of the Month for April 2010.

 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:

Mrs. Hernandez and Mrs. Figueroa have volunteered for over 15 years in the National School District. These two individuals work diligently at Rancho to help ensure that students are safe and well taken care of during their "off time". They perform a variety of activities during this time that sustain our school and our children. They are instrumental in their ongoing support of the staff, students, and parents of our school community. They work with our parents to support fundraisers and special events. They help with after school sales, movie nights, picture days, family events, dances, teacher/staff celebrations, Fall Festival, cleaning the lounge and cafeteria consistently, helping out with fire drills, escorting students as needed, and other areas as appropriate. 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, think a lot of 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 Mrs. Hernandez and Mrs. Figueroa.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Recognize Maria Medina, Teacher, Rancho de la Nacion School, as Employee of the Month for April 2010.

 Action

 X Information

BACKGROUND INFORMATION:

Maria Medina is an exceptional teacher. She diligently works to ensure that her instructional program meets the needs of the students in her classroom. Her instructional program is based on school objectives and goals, District goals, State grade-level standards, and assessment data. She provides timely and accurate assessments of students to ensure that they progress towards meeting grade-level requirements. Using her knowledge, expertise, and experience, she meets with her at-risk students several times daily to give them that extra attention they need to be successful. She is a resource to her peers. She provides them support through demonstration lessons, all the while modeling exceptional instructional strategies and methodologies. She tutors preliterate parents, as well as individual students, on a one-to-one basis. She has consistently worked in the extended-day program for several years providing intervention to her students after school. She has participated in Results and has been one of Rancho School's grade-level teacher leaders. She helped out in our school's Family Nights: Family Math, Family Science and Family Reading. Ms. Medina was Rancho's Bilingual Liaison for over 10 years. Maria goes above and beyond in all aspects of her career.

CURRENT INFORMATION:

Maria has worked at New Horizons/Rancho de la Nación Schools for a number of years. In her tenure at Rancho, the current principal believes that Maria Medina's greatest strengths include her quiet strength and ability to lead others and to be a highly effective and efficient teacher. Her breadth of experience and vast knowledge enable her to assist her colleagues in all areas of the curriculum, especially writing. She has done an exceptional job integrating the new Learning Headquarters writing curriculum into her daily instruction and has taken the lead in sharing this with other teachers.

ADDITIONAL DATA:

Mrs. Medina will be introduced by Cindy Vasquez, Principal, Rancho de la Nación School.

COST IMPLICATIONS: N/A
FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

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

<u> </u> Action	<u> X </u> Information
Sarah Cancel	Resource Specialist Program Teacher, Lincoln Acres Preschool Center
Maria Dalla	Administrative Assistant/Office Manager, District Office
Belinda Farley	Preschool Teacher, El Toyon School
Anamaria Garcia	Office Technician-School, Palmer Way School
Margaret Godshalk	Teacher, Kimball School
Martha Gutierrez	Administrative Assistant/Office Manager, District Office
Rosa Jaramillo	Teacher, Rancho de la Nación School
Katherine Melanese	Teacher, On-Loan to the University of California San Diego
Blanca Turner	Special Day Class Teacher, El Toyon School
Diana Whitaker	Teacher, Palmer Way School

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 2009-2010 budget

FUNDING SOURCE: General Fund

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

Administrative Ctr.
1500 N Avenue
National City, CA

March 24, 2010

Closed session was held from 5:05 p.m. to 6:05 p.m. President Rosie Alvarado announced that the Board held closed session in accordance with Government Code Section 54957: Public Employee Performance evaluation – District Superintendent; 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 with the exception of Alma Sarmiento who arrived at 5:15 p.m. Chris Oram, Chris Carson, Mike Castanos and Cindy Frazee were present from 5:05 p.m. to 6:05 p.m. Katie Filzenger was present from 5:10 p.m. to 6:05 p.m.

**CLOSED
SESSION**

The public meeting was called to order by President Rosie Alvarado at 6:10 p.m.

**CALL TO
ORDER**

President Alvarado led the Pledge of Allegiance.

**PLEDGE OF
ALLEGIANCE**

Members Present: Rosie Alvarado, Barbara Avalos, Anne Campbell, James Grier, Jr. and Alma Sarmiento

ROLL CALL

Members Absent: None

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

Staff Absent: None

PRESENTATIONS

PRESENTATIONS

Students from Palmer Way School gave a presentation regarding Technology. Board members, Rosie Alvarado and Anne Campbell, presented them with certificates, books and bookmarks.

Palmer Way School
Presentation

Recognized Mrs. Maria Gilman, Palmer Way School, as the National School District Volunteer of the Month for March 2010. Principal, Deborah Hernandez, introduced Mrs. Gilman and commented on her many fine qualities.

Volunteer of the Month of March:

Maria Gilman

On behalf of the Governing Board, Barbara Avalos presented Mrs. Gilman with a certificate and a logo clock.

PUBLIC COMMUNICATIONS

None

PUBLIC COMMUNICATIONS

None

AGENDA

Alma Sarmiento moved and Anne Campbell seconded to approve the agenda. The motion carried 5-0-0.

AGENDA

Approved agenda

CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

James Grier moved and Alma Sarmiento seconded to approve the consent calendar. The motion carried 5-0-0.

CONSENT CALENDAR

Approved consent calendar

Minutes

Approved minutes of the Regular board meeting held on March 10, 2010.

Minutes

Approved minutes

Administration

Adopted Resolution #09-10.23 declaring the month of April 2010 as Public Schools Month and the week of April 19-23, 2010, as Public Schools Week.

Administration

Adopted Resolution #09-10.23

Human Resources

Ratified/approved recommended actions in personnel activity list.

Human Resources

Ratified/approved recommended actions in personnel activity list

Ratified Consultant Contract #CT2634 with Point Loma Nazarene University to place student teachers in classrooms within National School District from March 15, 2010 to June 17, 2010.

Ratified #CT2634

Educational Services

Adopted Resolution #09-10.24, declaring the week of April 11–17, 2010 as the “Week of the Young Child.”

Adopted Resolution #09-10.25 declaring the month of May 2010 as *Better Speech and Hearing Month* in the National School District.

Ratified Consultant Contract #CT2629 with Birch Aquarium at Scripps, to present science workshops for fourth and fifth grade at Ira Harbison School on December 1 and 4, 2009 at a cost not to exceed \$998.00 (EIA/SCE).

Business Services

Approved/ratified contracts as summarized below:

- 1. Consultant Contracts/Miscellaneous \$250.00

GENERAL FUNCTIONS

None

POLICIES, REGULATIONS, BYLAWS

First Reading – No Action Required

None

Second Reading and Adoption

Anne Campbell moved and Alma Sarmiento seconded to adopt Board Policies and Administrative Regulations from California School Boards Association updates of November 2009 as follows: (See Exhibit B from the March 10, 2010 agenda.) The motion carried 5-0-0.

- 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

Educational Services

Adopted Resolution #09-10.24

Adopted Resolution #09-10.25

Ratified #CT2629

Business Services

Approved/ratified consultant contract

GENERAL FUNCTIONS

None

POLICIES, REGULATIONS, BYLAWS

First Reading

None

Second Reading and Adoption

Adopted Board Policies & Administrative Regulations from CSBA updates of: 11/09

EDUCATIONAL SERVICES

None

BUSINESS SERVICES

James Grier moved and Anne Campbell seconded to award bid and contract #CT2635 to John Carey Construction Co. Inc., for the Renovation of Preschool at Central School (09-10/119) in the amount of \$288,400 (Preschool for All Fund).

The motion carried 5-0-0.

Anne Campbell moved and James Grier seconded to accept the following gifts:

1. \$25.00 from Mission Federal Credit Union to Las Palmas School to be used for student activities.
2. \$140.00 from Wells Fargo Community Support Campaign to Kimball School to be used for school supplies.
3. \$140.00 from Wells Fargo Foundation to Kimball School to be used for school supplies.
4. \$200.00 from Jeannene Smith to Kimball School to be used for field trip transportation.
5. \$247.00 from Lifetouch National School Studios to Ira Harbison School to be used for instructional materials and student incentives.
6. \$203.00 from Lifetouch National School Studios to Las Palmas School to be used for classroom supplies.
7. \$44.00 from Lifetouch National School Studios to Palmer Way School to be used for Sixth Grade Camp.
8. \$276.00 from Lifetouch National School Studios to Palmer Way School to be used for Sixth Grade Camp.
9. \$185.00 from Lifetouch National School Studios to Lincoln Acres School to be used for classroom supplies and incentives.

EDUCATIONAL SERVICES

None

BUSINESS SERVICES

Awarded bid and contract #CT2635

Accepted gifts from:

Mission Federal Credit Union

Wells Fargo

Wells Fargo Foundation

Jeannene Smith

Lifetouch National Studios

Lifetouch National Studios

Lifetouch National Studios

Lifetouch National Studios

Lifetouch National Studios

- | | |
|---|----------------------------|
| 10. \$128.00 from Lifetouch National School Studios to Kimball School to be used for school supplies. | Lifetouch National Studios |
| 11. \$25.00 from Michael R. Dalla to Rancho de la Nación School to be used for Sixth Grade Camp. | Michael R. Dalla |
| 12. \$50.00 from Central PTO to Central School to be used for D.A.C. | Central PTO |
| 13. \$500.00 from P&L Financial, LLC – O & M to Central School to be used for teacher materials and supplies. | P&L Financial, LLC
O&M |
| 14. \$582.75 from Kimball PTO to Kimball School to be used for transportation to Anza Borrego State Park. | Kimball PTO |
| 15. \$225.00 from Lacey Kahane to Rancho de la Nación School to be used for Sixth Grade Camp. | Lacey Kahane |

The motion carried 5-0-0.

HUMAN RESOURCES

HUMAN RESOURCES

President Alvarado opened the Public Hearing at 6:18 p.m. regarding the proposal from California School Employees Association, Chapter 206 to open negotiations with the District for the 2010-2011 School Year. No one appeared to be heard.

Conducted Public Hearing: Proposal from CSEA to the District

The public hearing was closed at 6:18 p.m.

Alma Sarmineto moved and Anne Campbell seconded to adopt proposal from the California School Employees Association, Chapter 206 to open negotiations with the District for the 2010-2011 School Year. The motion carried 5-0-0.

Adopted Proposal

President Alvarado opened the Public Hearing at 6:19 p.m. regarding the proposal from the District to open negotiations with CSEA for the 2010-2011 School Year. No one appeared to be heard.

Conducted Public Hearing: Proposal from the District to CSEA

The public hearing was closed at 6:19 p.m.

Alma Sarmineto moved and James Grier seconded to adopt proposal from the District to open negotiations with CSEA for the 2010-2011 School Year, which is the second year of a three-year contract. The motion carried 5-0-0.

Adopted Proposal

BOARD WORKSHOP

None

BOARD/CABINET COMMUNICATIONS

Barbara Avalos congratulated the Volunteer of the Month and thanked her for her service.

Alma Sarmiento congratulated the Volunteer of the Month and invited all of her friends to join her in volunteering at the schools.

James Grier, Jr. congratulated the Volunteer of the Month. He thanked the students for their presentation.

Cindy Frazee congratulated the Volunteer of the Month. She also thanked the students for their presentation.

Katie Filzenger shared that a \$15 Million federal grant through ARRA money has just been awarded through the Department of Health and Human Services. Of this grant money, \$3 Million is going to the San Diego County Office of Education. This grant will be used to help decrease obesity in the student population while increasing their fitness and vitality. SDCOE has selected National School District to be one of the six participating districts in the two-year program, which will begin on July 1, 2010.

Debbie Costa-Hernandez congratulated the Volunteer of the Month and commented on how much she enjoyed seeing the pictures.

Chris Oram thanked the students for their wonderful presentations. He also congratulated the Volunteer of the Month. He thanked Catholic Charities Grandparent Volunteer program for the wonderful resource of volunteers they share with the District. He shared that Cabinet is beginning their third round of visitations to schools and the results of the writing program are very exciting to see. He anticipates wonderful news when we receive test scores in August.

ADJOURNMENT

The meeting was adjourned at 6:35 p.m.

BOARD WORKSHOP

None

BOARD/CABINET COMMUNICATIONS

Barbara Avalos

Alma Sarmiento

James Grier, Jr.

Cindy Frazee

Katie Filzenger

Debbie Costa-Hernandez

Chris Oram

ADJOURNMENT

**NATIONAL SCHOOL DISTRICT
Minutes of the Special Joint Meeting
Governing Board
and
National City City Council**

Council Chambers
2nd Floor of City Hall
1243 National City Blvd.
National City, CA 91950

April 13, 2010

The public meeting was called to order by President Alvarado and Mayor Morrison at 6:05 p.m.

CALL TO ORDER

President Alvarado and Mayor Morrison led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Members Present: Rosie Alvarado, Barbara Avalos, Anne Campbell
James Grier, Jr. and Alma Sarmiento

ROLL CALL

Members Absent: None

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

Staff Absent: None

City Council Present: Mayor Ron Morrison, Vice Mayor Alejandra Sotelo-Solis, Council Member Jess VanDeventer and Council Member Rosalie Zarate

PRESENTATION AND DISCUSSION

PRESENTATION AND DISCUSSION

The National School District Cabinet and City Staff presented current and proposed collaborative efforts regarding the partnership, environmental/land use, and finance for National School District and the City of National City. A question and answer period followed the presentation.

Collaborative Efforts
Presentation

The City Staff presented the General Plan Update Presentation.

General Plan Update
Presentation

GOVERNING BOARD/CITY COUNCIL DISCUSSION/DIRECTION

**GOVERNING
BOARD/CITY
COUNCIL
DISCUSSION/
DIRECTION**

Discussion among the Governing Board of National School District and the City Council Members followed regarding the General Plan for the City of National City.

Discussion

PUBLIC COMMUNICATIONS

**PUBLIC
COMMUNICATIONS**

Various people from the community addressed the officials with concerns, thoughts, suggestions and questions on unification.

Community

ADJOURNMENT

ADJOURNMENT

The meeting was adjourned at 8:40 p.m.

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

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 2010, 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 2010

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 28, 2010

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 28, 2010

Name Position Effective Date Placement Funding Source

Employment

None				
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Temporary Employment

None				
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Contract Extension/Change

1. Shannon Toohey	Special Day Class Teacher Kimball Preschool	April 19, 2010 to June 17, 2010	From 100% to 50% contract	
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Unpaid Leave of Absence

2. Teresa Cardenas	Teacher Central School	April 21, 2010 to June 17, 2010	FMLA	
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Release of Temporary Employment

3. Maria Zamora	Impact Teacher Rancho de la Nacion School	June 17, 2010		
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CLASSIFIED STAFF RECOMMENDATIONS

April 28, 2010

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

Employment

4. Carmen Benavidez	School Van Driver 4 hours per day 210 days per year District Office	April 29, 2010	Range 18, Step 1	Transportation Fund
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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 28, 2010
 Prepared by: Cindy Frazee
 Department: Human Resources

AGENDA ITEM:

The following employee resignations/retirements were accepted by Cindy Frazee, Assistant Superintendent of Human Resources:

<u> </u> Action	<u> </u> X	<u> </u> Information	
Name	Position	Location	Effective Date
Ana Almaraz	Teacher of Special Day Class	Lincoln Acres School	June 17, 2010
Irma Ashtari	Teacher	Las Palmas School	June 17, 2010
Megan Banuelos	Teacher	Rancho de la Nación School	June 17, 2010
Maria Barajas	Teacher	Palmer Way School	June 17, 2010
Linda Bouchard	Teacher	Olivewood School	June 17, 2010
Beneranda Calderon	Teacher	Kimball School	June 17, 2010
Connie Campos- Jimenez	Teacher	Central School	June 17, 2010
Rhonda Cash	School Psychologist	John Otis and Kimball Schools	June 17, 2010
Maureen Cheverton	Resource Specialist Program Teacher	Palmer Way School	June 17, 2010
Iris Delaney	Teacher	Rancho de la Nación School	June 17, 2010
Janice Evangelista	Instructional Assistant Preschool	Palmer Way Preschool	April 12, 2010
Barbara Garcia	Language Arts Specialist	Ira Harbison School	June 17, 2010
Wendy Gerdeman	Teacher	Olivewood School	June 17, 2010
Daryl Hern	Teacher	Palmer Way School	June 17, 2010
Louise Holland	Teacher	El Toyon School	June 17, 2010
Susan Kennedy	Teacher	Olivewood School	June 17, 2010
Esthela Magos-Bautista	Teacher of Special Day Class	Kimball School	June 17, 2010
Penny Mathewson	Teacher	Las Palmas School	June 17, 2010

Carey McCoy	Teacher	Rancho de la Nación School	June 17, 2010
Lynda Mooney	Teacher	Las Palmas School	June 17, 2010
Gisel Pena	Instructional Assistant Special Education	Lincoln Acres School	March 26, 2010
Evelyn Pulido	Teacher	Lincoln Acres School	June 17, 2010
Carmen Rocha	Child Nutrition Services Assistant I	Ira Harbison School	April 12, 2010
Linda Sandvall	Teacher	Lincoln Acres School	June 17, 2010
Francisco Sevilla	Teacher	Palmer Way School	June 17, 2010
Patricia Smith	Speech Language Pathologist	Olivewood School	June 17, 2010
Clint Taylor	Coordinator of Extended Learning Opportunities	District Office	July 9, 2010
Guillermo Valdivia	Teacher of Special Day Class	Las Palmas School	June 17, 2010
Rosalinda Valdivia	Teacher	Lincoln Acres School	June 17, 2010
Makiko Watson	Instructional Assistant Preschool	Central School	April 13, 2010

BACKGROUND INFORMATION:

None

CURRENT INFORMATION:

None

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared by: Cindy Frazee

Department: Human Resources

AGENDA ITEM:

Approve the appointment of the following teacher as an alternate Peer Assistance Review (PAR) Council member for the 2009-2010 school year and revise stipend amount for Preschool PAR member position.

 X **Action**

 Information

BACKGROUND INFORMATION:

All teacher support programs come under the direction of the Peer Assistance and Review (PAR) Council, which is comprised of three teachers and two administrators.

CURRENT INFORMATION:

PAR COUNCIL 2009-2010		
<u>Name</u>	<u>School</u>	<u>PAR Council Position</u>
Donna Santini	Las Palmas School	Alternate Member

ADDITIONAL DATA:

None

COST IMPLICATIONS: Alternate PAR Council members will receive \$30 per hour.

Preschool PAR Council members will receive \$17 per hour.

FUNDING SOURCE: Peer Assistance and Review Program and Preschool Program

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Adopt Resolution #09-10.26 in recognition of California Day of the Teacher, Wednesday, May 12, 2010.

 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: None

FUNDING SOURCE: None

National School District

Resolution

#09-10.26

IN RECOGNITION OF DAY OF THE TEACHER, MAY 12, 2010

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 12, 2010, 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 #09-10.26
April 28, 2010
Page 2

PASSED AND ADOPTED this 28th day of April 2010, 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 28, 2010

Prepared by: Cindy Frazee

Department: Human Resources

AGENDA ITEM:

Adopt Resolution # 09-10.27, in recognition of National School District's classified employees and designating May 16–22, 2010, 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

#09-10.27

IN RECOGNITION OF CLASSIFIED EMPLOYEES AND DESIGNATING MAY 16–22, 2010, 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 16–22, 2010, as “Classified School Employee Week.”

Resolution #09-10.27
April 28, 2010
Page 2

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 28th day of April 2010, by the following vote:

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 28, 2010

Prepared by: Katie Filzenger
Department: Educational Services

AGENDA ITEM:

Approve School and District Accountability Report Cards for the 2009-10 school year (see Exhibit A).

 X Action

 Information

BACKGROUND INFORMATION:

For the 22nd year, we are again providing our parents and the community with information about education at the schools in National School District with the State-mandated School Accountability Report Cards.

CURRENT INFORMATION:

On August 20, 2009, the Governing Board approved consultant contract # CT2604 with Reynolds Consulting Group for the development and duplication of our School Accountability Report Cards at a cost not to exceed \$4,500.

ADDITIONAL DATA:

The Executive Summary of the School Accountability Report Cards will be sent home with all students and the full report is made available in both English and Spanish at each site. Additional copies are kept on hand for individual requests by families new to the community and/or any community member or business requesting one. The SARCs can also be obtained through the Internet by accessing our web site at www.nsd.us. See Exhibit A.

COST IMPLICATIONS: \$4,500

FUNDING SOURCE: General Fund – Educational Services

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared by: Michael Castanos

Department: Business Services

AGENDA ITEM:

Ratify/approve purchase orders, contracts, and warrants as summarized below and detailed in Exhibit B.

 X Action

 Information

BACKGROUND INFORMATION:

I. Purchase Orders #A03806, #C146-C163, #F90482-F90554, #P754; P756-P830, #S04540-S04567	\$	324,491.18
II. Child Nutrition Checks	\$	0.00
III. Consultant Contracts (not to exceed \$500 each)	\$	0.00
IV. Commercial Warrants	\$	810,099.90
V. Miscellaneous Contracts	\$	0.00
VI. Revolving Cash Fund Business I (month ending March 31, 2010)	\$	605.00
VII. Revolving Cash Fund Business II (month ending March 31, 2010)	\$	3.00

CURRENT INFORMATION:

Account numbers have been listed on purchase orders that will be paid from Comp. Ed. funds. The last page of this exhibit contains information on how to interpret each part of the account number.

ADDITIONAL DATA:

None

COST IMPLICATIONS: See above for summary of expenditures.

FUNDING SOURCE: All funds are included in the totals.

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared By: Michael Castanos
Department: Business Services

AGENDA ITEM:

Conduct a Public Hearing on the General Waiver Request for the Integrity Charter School of the Deferral of Principal Apportionment Payments for the 2009-10 school year.

 Action

 X Information

BACKGROUND INFORMATION:

The State of California and the Nation are currently in the middle of the deepest recession since the Great Depression. The State of California's revenues (taxes paid by individuals and corporations) have dropped so much that California is having severe cash flow issues. As a result of California's cash flow issues, the State has begun deferring payments to districts and charter schools. The State has made available a General Waiver Request for assisting districts and charter schools that are having cash flow issues as a result of these deferrals. Since Integrity Charter School is a charter school, they are not able to join the Tax Revenue and Anticipation Note (TRANS) issue currently afforded the National School District through the County of San Diego and the San Diego County Office of Education.

CURRENT INFORMATION:

Conduct a Public Hearing on the General Waiver Request for the Integrity Charter School.

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared by: Michael J. Castanos

Department: Business Services

AGENDA ITEM:

Approve the General Waiver Request for the Integrity Charter School of the Deferral of Principal Apportionment Payments for the 2009-10 school year (see Exhibit C).

 X Action

 Information

BACKGROUND INFORMATION:

The State of California and the Nation are currently in the middle of the deepest recession since the Great Depression. The State of California's revenues (taxes paid by individuals and corporations) have dropped so much that California is having severe cash flow issues. As a result of California's cash flow issues, the State has begun deferring payments to districts and charter schools. The State has made available a General Waiver Request for assisting districts and charter schools that are having cash flow issues as a result of these deferrals. Since Integrity Charter School is a charter school, they are not able to join the Tax Revenue and Anticipation Note (TRANS) issue currently afforded the National School District through the County of San Diego and the San Diego County Office of Education.

CURRENT INFORMATION:

Waiver of deferrals is requested in order to make payroll for the month of June for Integrity Charter School and to continue operations in the 2010-11 school year. In previous years the school had been saving to move to a building that could accommodate the growth of their student population. In 2009 they were able to find a building to lease that is suitable for their students, however it required tenant improvements. The initial lease costs and tenant improvements exhausted their savings. Though they budgeted for higher lease costs and higher maintenance expenses the deferrals were not anticipated and have caused a hardship for the school. Due to the fact that they are a charter school and operate independently they have a much smaller required reserve than a school district. In order to continue to serve their students and provide an environment conducive to learning they are requesting a waiver of deferrals. (See Exhibit C)

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared By: Michael Castanos
Department: Business Services

AGENDA ITEM:

Adopt Resolution #09-10.28 authorizing the borrowing of funds for fiscal year 2010-11 and the issuance and sale of one or more series of 2010 Tax And Revenue Anticipation Notes (TRANs) in an amount not to exceed \$2,500,000, 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 2010 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 2010-11 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 \$2,500,000. 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. Greencoast Capital Partners is the financial advisory firm assisting the District with the TRANs.

ADDITIONAL DATA:

Cathy Bando, Partner – Greencoast Capital Partners, is the financial advisor assisting with the TRANs issue. Ms. Bando has been the financial advisor in past National School District TRANs issues.

COST IMPLICATIONS: Estimated \$17,500 (the difference between the estimated rate of borrowing and the projected interest rate yield on TRANs funds deposited is a loss of approximately -0.70%).

FUNDING SOURCE: General Fund

National School District

Resolution

#09-10-28

RESOLUTION OF NATIONAL SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-2011 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2010 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$2,500,000 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, 2011 (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 2010 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 eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys 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 (i) 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 "2010 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 bears to the total aggregate face amount of the 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 subaccounts 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, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, 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.

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 fifty percent (50%) 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 eighty-five percent (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 eighty-five percent (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 of the date of adoption of this Resolution, the District does not have a negative or qualified certification applicable to Fiscal Year 2009-2010 within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will deliver a written notice to the Financial Advisor, the Underwriter, the Credit Provider, if any, and Bond Counsel if it receives a qualified or negative certification applicable to the Repayment Fiscal Year prior to the issuance of the Note.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2009-2010 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2010-2011 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(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 2010, 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 irrevocable.

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 Greencoast Capital Partners LLC 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. RBC Capital Markets Corporation, 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: \$2,500,000
- (c) Authorized District Representatives:
 - (1) Superintendent
 - (2) Assistant Superintendent, Business Services
 - (3) Assistant Superintendent, Human Resources

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.

[Attach form of Certification of the Clerk of the Board with respect to the Resolution, if desired (such form of Certification is not required.)]

EXHIBIT A
FORM OF NOTES

NATIONAL SCHOOL DISTRICT
 COUNTY OF SAN DIEGO, CALIFORNIA

2010 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

*/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).

surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay 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, 2010 (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.

Resolution #09-10.28

April 28, 2010

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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

Resolution #09-10.28
April 28, 2010
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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, Christopher Oram, Secretary to the Governing 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 day of April 28, 2010, 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:

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 28, 2010

Secretary to the Governing Board

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared by: Michael J. Castanos
Department: Business Services

AGENDA ITEM:

Award bids and approve contracts as follows:

Contractor	Contract No.	Project	Bid Amount
SC Services, Inc.	CT2636	Asphalt	\$152,301.00
A & S Flooring	CT2637	Flooring	\$47,607.00
Omega Construction Co. Inc.	CT2638	Painting	\$18,600.00
Webco Construction	CT2639	Roofing	\$20,850.00
EC Constructors Inc.	CT2640	Windows	\$61,382.00

 X Action

 Information

BACKGROUND INFORMATION:

On February 24, 2010, the Board authorized the administration to advertise for bids for the projects listed above. Each year we schedule deferred maintenance projects such as asphalt, flooring, painting, roofing at the various schools and replacement of windows at Kimball School. 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 4 and 11. The District requires a minimum of two to three references from each bidder. All references are checked thoroughly.

The bids were opened on Wednesday, April 7, 2010. The bid results are as follows with lowest bidder in bold:

Asphalt Contractor	Total Amount of Bid
SC Services Inc.	\$152,301.00
United Paving Co.	\$168,170.00
Kirk Paving, Inc.	\$175,480.00

Flooring Contractor	Total Amount of Bid
A & S Flooring	\$47,607.00

Painting Contractor	Total Amount of Bid
Omega Construction Co. Inc.	\$18,600.00
Everlast Builders, Inc.	\$50,800.00
Tony Painting Inc.	\$32,980.00
Vasquez Company	\$54,081.00
C.T. Georgiou Painting Co.	\$36,000.00
Pacific Painting Company Inc.	\$48,000.00
Anemos Enterprises, Inc.	\$67,000.00
Industry Coatings	\$32,000.00
Industrial Coating & Restoration	\$58,000.00
Olympos Painting Inc.	\$65,600.00

ADDITIONAL DATA:

The District is recommending the following bids be awarded and contracts approved:

Contract No.	Project	Bid Amount	Contractor
CT2636	Asphalt	\$152,301.00	SC Services Inc.
CT2637	Flooring	\$47,607.00	A & S Flooring
CT2638	Painting	\$18,600.00	Omega Construction Co. Inc.
CT2639	Roofing	\$20,850.00	Webco Construction
CT2640	Windows	\$61,382.00	EC Constructors Inc.

The District requires a minimum of two to three references from each bidder. All references are checked thoroughly. All have been determined to be qualified responsive/responsible bidders.

COST IMPLICATIONS: \$300,740.00

FUNDING SOURCE: Deferred Maintenance Fund

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 28, 2010

Prepared by: Michael J. Castanos

Department: Business Services

AGENDA ITEM:

Accept the following gifts:

1. \$1,981.00 from Central C-PAC to Central School to be used for Sixth Grade Camp.
2. \$1,514.66 from Las Palmas PTO to Las Palmas School to be used for field trip transportation.
3. \$100.00 from Perry Ford of National City to Rancho De La Nación School to be used for Sixth Grade Camp.
4. \$150.00 from Kiwanis Club of Sweetwater to National School District to be used for English Learner Reclassification Activities.
5. \$200.00 from National City Elementary Teachers Association to Kimball School to be used for Sixth Grade Camp.
6. \$266.00 from Kimball PTO to Kimball School to be used for notebooks for Kindergarten.
7. \$1,000.00 from Mission Federal Credit Union to National School District to be used for the Adelante Mujer Conference.
8. \$61.36 from Ralph's Grocery Company to National School District to be used for Fine Arts Program.
9. \$399.00 from Rhonda Rogers to National School District to be used for Professional Development.
10. \$400.00 from Trey Thompson to National School District to be used for Professional Development.
11. \$500.00 from Sony Corporation of America to Las Palmas School to be used for Sixth Grade Camp transportation.
12. \$1,197 from Houghton Mifflin to National School District to be used for Professional Development.

 X Action

 Information

BACKGROUND INFORMATION:

- Central School C-PAC works throughout the year to support various programs at Central School.
- Las Palmas School PTO works throughout the year to support various programs at Las Palmas School.

- Perry Ford of National City is a local community business with an interest in supporting youth.
- Kiwanis Club of Sweetwater is a local community partner with an interest in supporting youth.
- The National City Elementary Teachers Association is the collective bargaining unit representing teachers in the National School District.
- Kimball School PTO works throughout the year to support various programs at Kimball School.
- Mission Federal Credit Union is a not-for-profit financial cooperative with an interest in supporting youth.
- Ralph's Grocery Company is committed to helping communities grow and prosper. Their Community Contribution Program is designed to make fund-raising effortless. Rebates on all monthly purchases, per enrolled card, up to \$500 are paid to local organizations each quarter.
- Rhonda Rogers is a local community vendor with an interest in supporting education.
- Trey Thompson is a local community vendor with an interest in supporting education.
- Sony Corporation of America makes charitable contributions through their Matching Gift Program.
- Houghton Mifflin is a local community vendor with an interest in supporting education.

CURRENT INFORMATION:

Matching funds will not be made available for the 2009-10 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 28, 2010

Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Approve revision of the Director of Child Nutrition Services job description and re-title the position Director of Business Support Services.

 X Action

 Information

BACKGROUND INFORMATION:

The Business Services Department has recently reviewed their organizational structure. As a result of that review, the Assistant Superintendent of Business Services has recommended that the Director of Child Nutrition Services should supervise the Purchasing, Warehouse and Child Nutrition Services Departments.

CURRENT INFORMATION:

The job description for the Director of Child Nutrition Services has been revised to reflect the added responsibilities for the position. As a result of the added responsibilities, it is being recommended that the title for the position be changed. The salary for the position shall remain the same.

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A