



Governing Board Agenda

April 29, 2009

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, Clerk

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.

Alma Graham, Member

Ms. Graham was first elected to the Governing Board in November 1992 and her present term expires December 2010.

James Grier, Jr., President

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

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. 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.

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.

Compliance with Americans With Disabilities Act

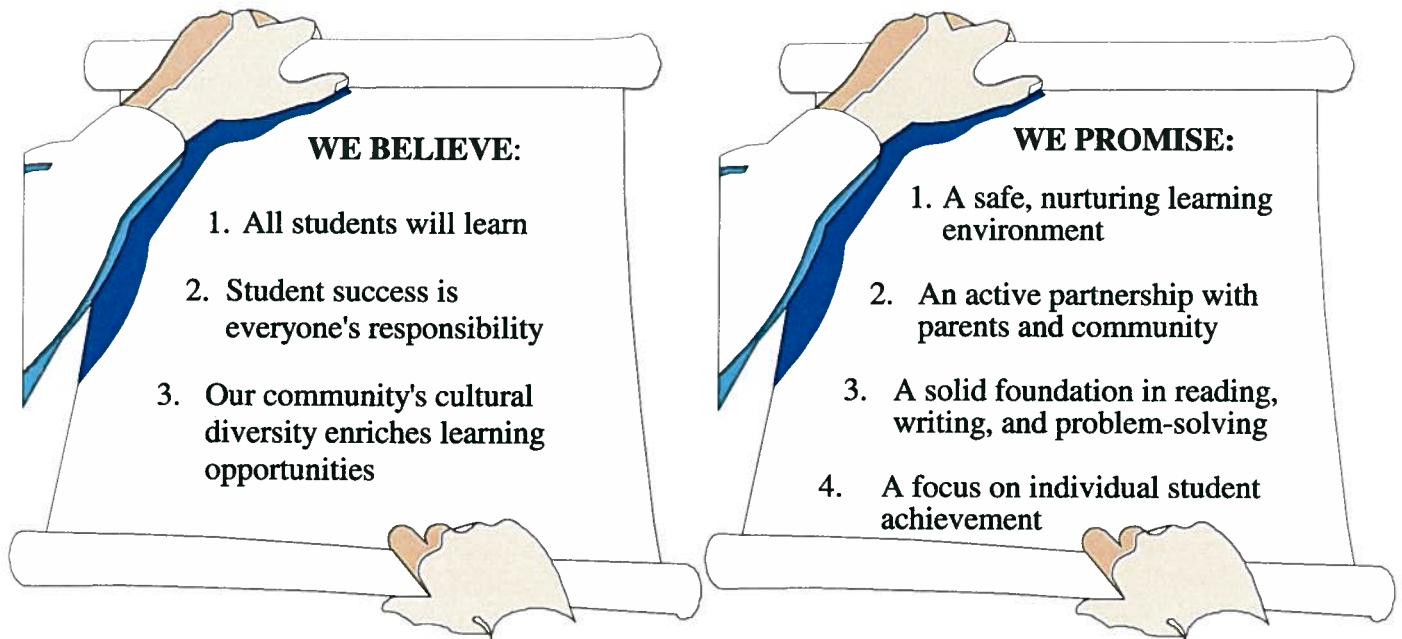
The National School District, in compliance with the Americans with Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting 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 29, 2009 -- 6:30 p.m.

Closed Session from 5:30 - 6:30 p.m.

Closed session in accordance with California Education Code Section 48918:
STUDENT EXPULSION
Student ID #862717

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
One Case – Case #CL09-1949

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

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

AGENDA

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

This meeting is tape-recorded.

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board:

Rosalie “Rosie” Alvarado
Barbara Avalos
Anne L. Campbell
Alma Graham
James Grier, Jr.

Staff:

Dennis M. Doyle, Ph.D., District Superintendent
Chris Oram, Ed.D., Assistant Superintendent- Educational Services
Michael Castanos, Assistant Superintendent-Business Services
Cindy Frazee, Assistant Superintendent-Human Resources

1. PRESENTATION

- A. Presentation on “How Technology is used to Support Student Achievement,” by Palmer Way School students.
- B. Recognize Sheryll Colmenares, Palmer Way School, as the National School District Volunteer of the Month for April 2009. **(Page 1)**
- C. Recognize the Response to Intervention (RtI) Teams at Las Palmas and Lincoln Acres Schools as Employees of the Month for April 2009. **(Page 2)**
- D. Recognize and honor the following recipients of the National School District 20-Year Service Pin: **(Page 4)**

Everardo Cota	Child Nutrition Services Delivery Driver, District Office
Lynda Gilgun	Resource Preschool Teacher, Palmer Way School
Myrna Kahle	Teacher, Las Palmas School
David Kenlon	Custodian-Day, Palmer Way School
Paula Marden	Teacher, Las Palmas School
Cloe Mower	Teacher, Ira Harbison School
Jerry O’Hara	Custodial Supervisor, Service Center
Efrain Ortega	Custodian-Night, Kimball School
DeWayne Pepin	Custodian-Night Rover

Mona Ribada	Child Nutrition Services Site Manager, Ira Harbison School
Jeannette Solorzano	Instructional Assistant Preschool, Central School
Rosalinda Valdivia	Teacher, Lincoln Acres School
Nancy Walter	Psychologist, Central School
Kathy Wreschinsky	Teacher, John Otis

2. PUBLIC COMMUNICATIONS

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

3. AGENDA

- A. Approve agenda.

District Superintendent's Recommendation: Approve agenda.

Moved by _____ Seconded by _____ Vote _____

4. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

Minutes

- A. Approve minutes of the Special board meeting held on March 17, 2009. **(Page 5)**
- B. Approve minutes of the Regular board meeting held on March 25, 2009. **(Page 7)**
- C. Approve minutes of the Special board meeting held on March 25, 2009. **(Page 13)**
- D. Approve minutes of the Special board meeting held on March 30, 2009. **(Page 14)**

- E. Approve minutes of the Special board meeting held on April 1, 2009. **(Page 15)**

Human Resources

- F. Ratify/approve recommended actions in personnel activity list. **(Page 17)**
- G. The following employee resignations were accepted by Cindy Frazee, Assistant Superintendent of Human Resources: **(Page 20)**

Name	Position	Location	Effective Date of Resignation
Leilani Frazier	Teacher	Palmer Way School	June 18, 2009
Michael Gilgun	Psychologist	District Office	June 18, 2009
Felicity Hunter	Teacher	Kimball School	June 18, 2009
Lydia Rodriguez	Parents as Teachers Home Educator	Family Resource Center	June 18, 2009
Lucy Torres	Teacher	El Toyon School	June 18, 2009

- H. Adopt Resolution #08-09.31, in recognition of National School District’s classified employees and designating May 18-22, 2009, as Classified School Employee Week. **(Page 21)**
- I. Adopt Resolution #08-09.32 in recognition of Day of the Teacher, Wednesday, May 13, 2009. **(Page 23)**

Educational Services

- J. Approve submission of application to the California Department of Education for continuation of the Community-Based English Tutoring (CBET) Program for fiscal year 2009-10. **(Page 25)**
- K. Adopt Resolution #08-09.33 declaring the month of May 2009 as *Better Speech and Hearing Month* in the National School District. **(Page 26)**

Business Services

- L. Ratify/approve purchase orders, contracts, and warrants as summarized below and detailed in Exhibit A. **(Page 28)**

I. Purchase Orders #F80532-F80582, #P90832-P90879 and #S04429-S04431	\$	162,386.96
II. Child Nutrition Purchase Orders #9359-9382	\$	278,008.58
III. Child Nutrition Checks #10349-10375	\$	430,885.86
IV. Consultant Contracts (not to exceed \$500 each)	\$	0.00
V. Commercial Warrants	\$	532,599.29
VI. Miscellaneous Contracts	\$	0.00
VII. Revolving Cash Fund Business I (month ending March 31, 2009)	\$	903.00
VIII. Revolving Cash Fund Business II (month ending March 31, 2009)	\$	243.65

District Superintendent’s Recommendation: Approve Consent Calendar.

Moved by _____ Seconded by _____ Vote _____

5. GENERAL FUNCTIONS

- A. Approve the Quarterly Report to the San Diego County Office of Education on *Williams* Complaints. (Page 29)

District Superintendent’s Recommendation: Approve report.

Moved by _____ Seconded by _____ Vote _____

6. POLICIES, REGULATIONS, BYLAWS

First Reading - No Action Required

None

Second Reading and Adoption

None

7. EDUCATIONAL SERVICES

- A. Approve the Findings and Recommendations of the Administrative Hearing Panel pursuant to student expulsion for student ID#862717. **(Page 32)**

District Superintendent's Recommendation: Approve Findings and Recommendations.

Moved by _____ Seconded by _____ Vote _____

- B. Approve Contract # CT2562 with the National City Public Library to provide a three-week summer program, June 22 – July 10, 2009 at a cost not to exceed \$135,000 (After School Education and Safety Program). **(Page 33)**

District Superintendent's Recommendation: Approve contract.

Moved by _____ Seconded by _____ Vote _____

- C. Report on the National City Collaborative and Activities of the Family Resource Centers. Sergio Rosas **(Page 34)**

8. BUSINESS SERVICES

- A. Adopt Resolution #08-09.34 authorizing the borrowing of funds for fiscal year 2009-10 and the issuance and sale of one or more series of 2009 Tax And Revenue Anticipation Notes (TRANs) in an amount not to exceed \$4,515,000, 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 issues and sell said notes. **(Page 36)**

District Superintendent's Recommendation: Adopt Resolution.

Moved by _____ Seconded by _____ Vote _____

- B. Accept the following gifts: **(Page 61)**

1. \$1,000.00 from Las Palmas PTO to Las Palmas School to be used for field trip transportation.
2. \$700.00 from Las Palmas PTO to Las Palmas School to be used for school assembly "Literature Comes to Life".
3. \$500.00 from BP Fabric of America Fund to Las Palmas School to be used for school materials and supplies.
4. \$874.00 from George & Edith Cameron to Ira Harbison to be used for fourth grade field trip transportation.

- 5. \$350.00 from National City Elementary Teacher Association to Central School to be used for sixth grade camp.
- 6. \$100.00 from Child Abuse Prevention Foundation to Central School to be used for sixth grade camp.
- 7. \$150.00 from Central Elementary PTO to Central School to be used for sixth grade camp.
- 8. \$500.00 from The San Diego Foundation to Central School to be used for teacher supplies.
- 9. \$121.73 from Target Take Charge of Education to Central School to be used for teacher supplies.
- 10. \$223.68 from Target Take Charge of Education to Lincoln Acres School to be used for sixth grade activities.
- 11. \$154.82 from Washington Mutual to Central School to be used for teacher supplies.
- 12. \$163.00 from Lifetouch to Lincoln Acres School to be used for sixth grade activities.

District Superintendent's Recommendation: Accept gifts.

Moved by _____ Seconded by _____ Vote _____

9. HUMAN RESOURCES

- A. Adopt school calendar for the 2009-2010 school year. **(Page 63)**

District Superintendent's Recommendation: Adopt school calendar.

Moved by _____ Seconded by _____ Vote _____

- B. Approve the negotiated agreement between the California School Employees Association, Chapter 206 and the Governing Board of the National School District for the 2008-2009 school year. This includes approval for a three-year extension of the current collective bargaining agreement from July 1, 2009 to June 30, 2012 at a cost of \$113,000 (General Fund). **(Page 65)**

District Superintendent's Recommendation: Approve agreement.

Moved by _____ Seconded by _____ Vote _____

- C. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from California School Employees Association, Chapter 206 to open negotiations with the District for the 2009-2010 school year. **(Page 66)**

- D. Adopt proposal from the California School Employees Association, Chapter 206 to open negotiations with the District for the 2009-2010 school year. **(Page 67)**

District Superintendent's Recommendation: Adopt proposal.

Moved by _____ Seconded by _____ Vote _____

- E. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the District to open negotiations with CSEA for the 2009-2010 school year. **(Page 68)**
- F. Adopt proposal from the District to open negotiations with CSEA for the 2009-10 school year. **(Page 69)**

District Superintendent's Recommendation: Adopt proposal.

Moved by _____ Seconded by _____ Vote _____

10. BOARD/CABINET COMMUNICATIONS

11. ADJOURNMENT

Note: The next regularly scheduled Board Meeting is scheduled to begin at 6:30 p.m. on May 13, 2009, at the Administration Center.

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

Prepared by: Richard J. Hanks

Department: Palmer Way School

AGENDA ITEM:

Recognize Sheryll Colmenares, Palmer Way School, as the National School District Volunteer of the Month for April 2009.

_____ 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:

Palmer Way has been truly honored to know and work with Mrs. Sheryll Colmenares during this school year. She, without a doubt, has made a significant difference to the Palmer Way students, staff and community.

Mrs. Colmenares served as Secretary of our PTSO. In that capacity she helped create a terrific Parent, Teacher, Student, Organization. Under her leadership, the PTSO has sponsored and supported many activities including Family Nights, Scholastic Book Fairs (most successful ever), and After School Snack Sales and Literacy Night. She was also the editor of the first ever, full color yearbook. Mrs. Colmenares also created a PTSO Blog where the community is able to read about the many School, District and City activities. In addition, the PTSO Blog was integrated into the Palmer Way website making home and school communication accessible and instant.

Mrs. Colmenares also serves on the National School District Budget Committee and attended all District Advisory and School Advisory Council meetings. Mrs. Colmenares is also the parent of six children, four of whom attend Palmer Way School. Mrs. Colmenares is an outstanding example of how parents are able to positively affect schools. Her positive attitude, her work ethic and her commitment to children have made a difference.

ADDITIONAL DATA:

Richard Hanks, Principal, Palmer Way School, will introduce Mrs. Sheryll Colmenares.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Recognize the Response to Intervention (RtI) Teams at Las Palmas and Lincoln Acres Schools as Employees of the Month for April 2009.

_____ Action

_____ **X** Information

BACKGROUND INFORMATION:

The goal of the Response to Intervention (RtI) program is to reduce the number of students who will be identified as needing Special Education services by providing support and targeted intervention to students. The District's 3-Tier Response to Intervention Model implements three levels of increasingly intensive interventions for students in kindergarten through second grade to ensure that students' academic and behavior needs are addressed in a systematic and effective manner.

All schools in the District have implemented the RtI process at some level. However, two school teams have embraced the concepts of RtI and have become leaders in the implementation process. These teams have worked outside of their duty days to develop the RtI process at the school sites. With the support of their site administrators, the team members have attended staff development to learn more about the intervention and on-going assessment process, purchased equipment and materials to support the program, and enlisted the support of staff in the implementation process. Students who might otherwise have been referred for Special Education assistance are now being provided with the help they need early in the primary grades, before they fail.

CURRENT INFORMATION:

The RtI Teams at Las Palmas and Lincoln Acres Schools have been trailblazers for the RtI implementation process in the District. Lincoln Acres staff has not only implemented RtI in the academic areas at all grades levels, but they have begun a school wide Positive Behavior Support (PBS) program this year. The Las Palmas Team has implemented RtI school wide with a focus on staff development in a professional learning community (PLC) format. That team, along with staff from Lincoln Acres, attended a four-day seminar on increasing reading skills in struggling students in grades 4 – 6 in order to extend their expertise in providing intervention in the upper grades. Staff from other schools have observed the RtI process at both Las Palmas and Lincoln Acres and have used those excellent models to develop their own RtI process.

The Response to Intervention Teams recognized for these efforts include the following staff:

Las Palmas School

Angela Censoplano – Language Arts Specialist
Donna Santini – Resource Specialist
Erika Valverde – Language Arts Specialist
Gina Mazeau - Principal

Lincoln Acres School

Alex Cortez - Teacher
Amalia Hernandez – Counselor
Amanda Washburn - Teacher
Colleen Fogarty – Resource Specialist
Jennifer Lopez - Psychologist
Jenny Sanchez – Language Arts Specialist
Angela Franco - Principal

ADDITIONAL INFORMATION:

Katie Filzenger will introduce the RtI Teams.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

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
Everardo Cota	Child Nutrition Services Delivery Driver, District Office
Lynda Gilgun	Resource Preschool Teacher, Palmer Way School
Myrna Kahle	Teacher, Las Palmas School
David Kenlon	Custodian-Day, Palmer Way School
Paula Marden	Teacher, Las Palmas School
Cloe Mower	Teacher, Ira Harbison School
Jerry O'Hara	Custodial Supervisor, Service Center
Efrain Ortega	Custodian-Night, Kimball School
DeWayne Pepin	Custodian-Night Rover
Mona Ribada	Child Nutrition Services Site Manager, Ira Harbison School
Jeannette Solorzano	Instructional Assistant Preschool, Central School
Rosalinda Valdivia	Teacher, Lincoln Acres School
Nancy Walter	Psychologist, Central School
Kathy Wreschinsky	Teacher, John Otis

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 2008-2009 budget

FUNDING SOURCE: General Fund

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

Administrative Ctr.
1500 N Avenue
National City, CA

March 17, 2009

Closed session was held from 9:04 a.m. to 11:15 a.m. President Grier announced that the Board held Closed session in accordance with Government Code Section 54956.9: Conference With Legal Counsel—Anticipated Litigation-one case; Government Code Section 54957: Discussion of Evaluation of the Superintendent and Government Code Section 54957.6: Conference with Labor Negotiator, Cindy Frazee, Employee organizations: California School Employees Association and National City Elementary Teachers Association. Dennis Doyle was present from 9:04 a.m. to 11:15 a.m. All Board members were present. Richard Currier was present from 9:04 a.m. to 10:36 a.m. Cindy Frazee was present from 9:04 a.m. to 10:55 a.m. Mike Castanos and Chris Oram were present from 9:04 a.m. to 11:10 a.m. Dr. Doyle was present from 9:04 a.m. to 11:15 a.m.

**CLOSED
SESSION**

The public meeting was called to order by President Grier at 11:16 a.m.

**CALL TO
ORDER**

President Grier led the Pledge of Allegiance.

**PLEDGE OF
ALLEGIANCE**

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

ROLL CALL

Members Absent: None

Staff Present: Dennis Doyle, Ph.D.

Staff Absent: Chris Oram, Ed.D., Mike Castanos and Cindy Frazee

PUBLIC COMMUNICATIONS

**PUBLIC
COMMUNICATIONS**

None

HUMAN RESOURCES

President Grier opened the Public Hearing at 11:18 a.m. regarding the initial proposal from the District to NCETA. No one appeared to be heard. The public hearing was closed at 11:18 a.m.

Conducted Public Hearing: Initial proposal from the District to NCETA

Anne Campbell moved and Alma Graham seconded to adopt proposal from the District to NCETA so that negotiations can commence. The motion carried 5-0-0.

Adopted proposal

BOARD/CABINET COMMUNICATIONS

BOARD/CABINET COMMUNICATIONS

None

ADJOURNED TO CLOSED SESSION

CLOSED SESSION

At 11:20 a.m., President Grier adjourned the meeting to Closed Session in accordance with Government Code Section 54957: Discussion of Evaluation of the Superintendent. All Board members were present.

Closed Session

ADJOURNMENT

ADJOURNMENT

The meeting was adjourned at 12:08 p.m.

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

Administrative Ctr.
1500 N Avenue
National City, CA

March 25, 2009

Closed session was held from 5:33 p.m. to 6:38 p.m. President Grier announced that the Board held closed session in accordance with Government Code Section 54957: Public Employee Discipline/Dismissal/Release and Government Code Section 54957.6: Conference with Labor Negotiator, Cindy Frazee, Employee organizations: California School Employees Association, National City Elementary Teachers Association. Dennis Doyle was present from 5:33 p.m. to 6:38 p.m. All Board members were present. Mike Castanos, Cindy Frazee and Chris Oram were present from 5:33 p.m. to 6:38 p.m.

**CLOSED
SESSION**

The public meeting was called to order by President Grier at 6:42 p.m.

**CALL TO
ORDER**

President Grier led the Pledge of Allegiance.

**PLEDGE OF
ALLEGIANCE**

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

ROLL CALL

Members Absent: None

Staff Present: Dennis Doyle, Ph.D., Chris Oram, Ed.D., Mike Castanos and Cindy Frazee

Staff Absent: None

PRESENTATIONS

PRESENTATIONS

Students from John A. Otis School gave presentations on "Sixth Grade Aztec Culture Research Project." Board member, Anne Campbell, presented them with certificates, books and bookmarks.

John A. Otis School
Presentation

Recognized Ms. Alicia Ventura from John A. Otis School as the National School District Volunteer of the Month for March 2009. Principal Steven Sanchez introduced Ms. Ventura and commented on her many fine qualities. On behalf of the Governing Board, James Grier, Jr. presented Ms. Ventura with a certificate and a logo clock.

Volunteer of the
Month of March:

Alicia Ventura

Cindy Frazee, Assistant Superintendent of Human Resources, introduced and welcomed the following new employees:

Introduced and welcomed new employees

Name	Position	Location
Anna Benavidez*	Child Nutrition Services Assistant I	Lincoln Acres School
Melinda Murphy*	Child Nutrition Services Assistant I	Kimball School

*employee not present

PUBLIC COMMUNICATIONS

PUBLIC COMMUNICATIONS

None

None

AGENDA

AGENDA

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

Approved agenda

CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

CONSENT CALENDAR

Rosie Alvarado moved and Alma Graham seconded to approve the consent calendar. The motion carried 5-0-0.

Approved consent calendar

Minutes

Minutes

Approved minutes of the special meeting held on March 4, 2009.

Approved minutes

Approved minutes of the regular meeting held on March 11, 2009.

Approved minutes

Human Resources

Human Resources

Ratified/approved recommended actions in personnel activity list.

Ratified/approved recommended actions in personnel activity list

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

Accepted employee resignations

Name	Position	Location	Effective Date of Resignation
Caren Ballestamon	Teacher	Rancho de la Nación School	June 19, 2009
Cristina Cifuentes	Teacher	Central School	June 19, 2009
Maria Henry	Teacher of Special Day Class	Las Palmas School	June 19, 2009
Andrea Padilla	Impact Teacher	Lincoln Acres School	March 25, 2009
Laurie Virtusio	Impact Teacher	Lincoln Acres School	March 26, 2009

Educational Services

Educational Services

Approved School Safety Plans for Central, El Toyon, Ira Harbison, Kimball, Las Palmas, Lincoln Acres, Olivewood, John Otis, Palmer Way and Rancho de la Nación Schools.

Approved School Safety Plans

Approved Consultant Contract #CT2559 with Bessie Reddick-Pierce for out-of-state travel request to attend the Parents as Teachers (PAT) Annual Training of Trainers from April 19–22, 2009 in St. Louis, Missouri at a cost not to exceed \$2500 (PAT Training Funds).

Approved #CT2559

Adopted Resolution #08-09.30, declaring the week of April 19-25, 2009 as the “Week of the Young Child.”

Adopted Resolution #08-09.30

Business Services

Business Services

Approved/ratified contracts as summarized below:

Approved/ratified contracts

- 1. Consultant Contracts/Miscellaneous \$0.00

GENERAL FUNCTIONS

GENERAL FUNCTIONS

None

None

POLICIES, REGULATIONS, BYLAWS

First Reading – No Action Required

None

Second Reading and Adoption

None

EDUCATIONAL SERVICES

None

BUSINESS SERVICES

Alma Graham moved and Anne Campbell seconded to accept the following gifts:

1. \$140.00 from Wells Fargo Foundation to Kimball School to be used for school materials and supplies.
2. \$64.64 from Target Take Charge of Education to Kimball School to be used for school materials and supplies.
3. \$115.67 from Target Take Charge of Education to Las Palmas School to be used for classroom materials.
4. \$159.59 from Target Take Charge of Education to Palmer Way School to be used for Sixth Grade Student Account.
5. \$56.94 from Target Take Charge of Education to Olivewood School to be used for materials and supplies.
6. \$144.46 from Washington Mutual to Palmer Way School to be used for Sixth Grade Student Account.
7. \$159.20 from Washington Mutual to Las Palmas School to be used for classroom material.

POLICIES, REGULATIONS, BYLAWS

First Reading

None

Second Reading and Adoption

None

EDUCATIONAL SERVICES

None

BUSINESS SERVICES

Accepted gifts from:

Wells Fargo
Foundation

Target Take Charge
of Education

Target Take Charge
of Education

Target Take Charge
of Education

Target Take Charge
of Education

Washington Mutual

Washington Mutual

- | | |
|---|---|
| 8. \$25.00 from Tamlyn Kay McKean to Palmer Way School to be used for Sixth Grade Student Account. | Tamlyn Kay
McKean |
| 9. \$100.00 from Donald H. & Barbara J. Patton to Palmer Way School to be used for Sixth Grade Student Account. | Donald H. Patton &
Barbara J. Patton |
| 10. \$500.00 from Susan Fryer to Ira Harbison School to be used for cost of transportation to Anza-Borrego Camp. | Susan Fryer |
| 11. \$300.00 from National City Elementary Teachers Association to Olivewood School to be used for Sixth Grade Camp Scholarship. | NCETA |
| 12. \$600.00 from Central PTO to Central School to be used for cost of transportation to San Diego Zoo for Kindergarten classes. | Central PTO |
| 13. \$1,000.00 from Mission Federal Credit Union to National School District to be used for the cost of the Adelante Mujer Conference. | Mission Federal
Credit Union |
| 14. \$500.00 from Scholarship America – Target Field Trip Grants Program to Lincoln Acres School to be used for cost of transportation for third grade field trip. | Scholarship
America- Target |
| 15. \$580.00 from SHARP Healthcare to National School District to be used for one Wii game console and two Wii Fitness games for the Child Nutrition Contest. | SHARP Healthcare |
| 16. \$200.00 of gardening supplies from Mr. Roger Lively and Family to the Preschool Center in memory of Sue Lively, former National School District Preschool Teacher. | Roger Lively &
Family |
| 17. \$250.00 from San Diego National Bank to Olivewood School to be used for 3 rd Grade rewards and supplies. | San Diego National
Bank |

The motion carried 5-0-0.

HUMAN RESOURCES

Anne Campbell moved and Alma Graham seconded to approve revisions to the classified job descriptions of Child Nutrition Services Warehouse Clerk and Assistant Buyer/Storekeeper. The motion carried 5-0-0.

Approved revisions

BOARD/CABINET COMMUNICATIONS

Barbara Avalos stated that she and Mr. Grier had been visiting classrooms and she was so impressed by the teachers and how well they keep control of their class.

BOARD/CABINET COMMUNICATIONS

Barbara Avalos

Anne Campbell congratulated the students on their presentation. She stated that the Board has been taking some difficult actions in recent months and in doing what she can to help with the budget situation, she has asked that the funds allocated for her travel expenses be put back in the general fund.

Anne Campbell

Alma Graham congratulated the students on their presentation. She stated that she too would like the funds allocated for her travel expenses be put back in the general fund.

Alma Graham

Rosie Alvarado congratulated the students on their presentation. She commented on how wonderful it is to see donations being made to the schools. She stated that she too would like the funds allocated for her travel expenses be put back in the general fund.

Rosie Alvarado

Cindy Frazee congratulated the students on their presentation. She stated that the District has been working very hard with both Associations and will be bringing a tentative agreement to an upcoming Board meeting.

Cindy Frazee

Katie Filzenger congratulated the students on their presentation and commented on how impressed she was with the work they have done. She stated that with the support of a good Resource Teacher, students are doing a fine job.

Katie Filzenger

Dennis Doyle congratulated Cindy Frazee for her work with both Associations and for reaching a tentative agreement. He commented on all the hard work the students are doing on their physical fitness testing. He shared that he attended the El Toyon Spaghetti dinner and enjoyed it very much.

Dennis Doyle

James Grier, Jr. congratulated the students on their presentation. He thanked Cindy Frazee and Dennis Doyle for coming to a tentative agreement with both Associations.

James Grier, Jr.

ADJOURNMENT

ADJOURNMENT

The meeting was adjourned at 7:11 p.m.

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

Administrative Ctr.
1500 N Avenue
National City, CA

March 25, 2009

The public meeting was called to order by President Grier at 7:12 p.m.

**CALL TO
ORDER**

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

ROLL CALL

Members Absent: None

Staff Present: Dennis Doyle, Ph.D., Chris Oram, Ed.D., Mike Castanos and Cindy Frazee

Staff Absent: None

PUBLIC COMMUNICATIONS

**PUBLIC
COMMUNICATIONS**

None

None

HUMAN RESOURCES

Anne Campbell moved and Rosie Alvarado seconded to ratify Early Retirement/Resignation Memorandum of Understanding between National School District and NCETA. The motion carried 5-0-0.

Ratified Early
Retirement/
Resignation MOU

BOARD/CABINET COMMUNICATIONS

**BOARD/CABINET
COMMUNICATIONS**

None

None

ADJOURNMENT

ADJOURNMENT

The meeting was adjourned at 7:13 p.m.

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

Administrative Ctr.
1500 N Avenue
National City, CA

March 30, 2009

The public meeting was called to order by Board President James Grier, Jr. at 2:08 p.m.

CALL TO ORDER

Board President Grier led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Absent: None

Staff Present: None

Staff Absent: None

PUBLIC COMMUNICATIONS

PUBLIC COMMUNICATIONS

None

None

CLOSED SESSION

CLOSED SESSION

At 2:09 p.m., President James Grier, Jr. adjourned the meeting to closed session in accordance with Closed session in accordance with Government Code Section 54957: Discussion of Evaluation of the Superintendent. All Board members were present.

Closed Session

ADJOURNMENT

ADJOURNMENT

The meeting was adjourned at 3:34 p.m.

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

Administrative Ctr.
1500 N Avenue
National City, CA

April 1, 2009

The public meeting was called to order by President Grier at 6:00 p.m.

**CALL TO
ORDER**

President Grier led the Pledge of Allegiance.

**PLEDGE OF
ALLEGIANCE**

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

ROLL CALL

Members Absent: None

Staff Present: Dennis Doyle, Ph.D., Chris Oram, Ed.D., Mike Castanos and Cindy Frazee

Staff Absent: None

PUBLIC COMMUNICATIONS

**PUBLIC
COMMUNICATIONS**

Cheryl Howrey, community member, spoke regarding budget cuts.

Cheryl Howrey

Brian Clapper, El Toyon PTO, spoke regarding budget cuts.

Brian Clapper

GENERAL FUNCTIONS

**GENERAL
FUNCTIONS**

The Board had a brief discussion on the feasibility of holding the Camp WINGS Summer Program for three weeks instead of four weeks. More information will be brought forward to a future board meeting.

Discussion

HUMAN RESOURCES

**HUMAN
RESOURCES**

Rosie Alvarado moved and Anne Campbell seconded to ratify Early Retirement/Resignation Memorandum of Understanding Between National School District and California School Employees Association (CSEA). The motion carried 5-0-0.

Ratified Early
Retirement/
Resignation MOU

Anne Campbell moved and Rosie Alvarado seconded to approve the negotiated agreement between the National City Elementary Teachers Association and the Governing Board of the National School District for the 2007-2008, 2008-2009, and 2009-2010 school years. The motion carried 5-0-0.

Approved Agreement

BUSINESS SERVICES

BUSINESS SERVICES

Anne Campbell moved and Rosie Alvarado seconded to authorize the Assistant Superintendent of Business Services to enter into an agreement with the San Diego County School Fringe Benefits Consortium to serve as contract administrator for the 403(b) Plan (“Plan”) Retirement/Resignation Incentive Program for Certificated Non-Management Employees.
The motion carried 5-0-0.

Authorized Agreement

Anne Campbell moved and Rosie Alvarado seconded to authorize the Assistant Superintendent of Business Services to enter into an agreement with the San Diego County School Fringe Benefits Consortium to serve as contract administrator for the 403(b) Plan (“Plan”) Retirement/Resignation Incentive Program for Classified Non-Management Employees.
The motion carried 5-0-0.

Authorized Agreement

BOARD/CABINET COMMUNICATIONS

BOARD/CABINET COMMUNICATIONS

Barbara Avalos stated that she was pleased the District has reached an agreement with NCETA.

Barbara Avalos

Cindy Frazee expressed that she was delighted that the District has reached a three-year agreement with NCETA.

Cindy Frazee

Dennis Doyle remarked that he was also glad that the District and NCETA have arrived at an agreement.

Dennis Doyle

James Grier said that he was happy the District has come to an agreement with NCETA.

James Grier

ADJOURNMENT

ADJOURNMENT

The meeting was adjourned at 6:22 p.m.

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

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 29, 2009

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
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Employment

None				
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Temporary Employment

None				
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Additional Duties

1. Angela Censoplano	Bilingual Site Liaison Las Palmas School	From February 2, 2009 to June 18, 2009	\$1,000 per year	Site Funds
2. Natalia Morales	Bilingual Site Liaison El Toyon School	From March 2, 2009 to June 18, 2009	\$1,000 per year	Site Funds

Contract Extension/Change

None				
------	--	--	--	--

Unpaid Leave of Absence

3. Betsy Hall	Resource Teacher/Instructional Practices Olivewood School	2009-2010 School year		
---------------	--	--------------------------	--	--

Retirement

None				
------	--	--	--	--

CLASSIFIED STAFF RECOMMENDATIONS
April 29, 2009

Name Position Effective Date Placement Funding Source

Employment

None			
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Temporary Employment

None			
------	--	--	--

Contract Extension/Change

None			
------	--	--	--

Unpaid Leave of Absence

None			
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Retirement

None			
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GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009
Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

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

Name	Position	Location	Effective Date of Resignation
Leilani Frazier	Teacher	Palmer Way School	June 18, 2009
Michael Gilgun	Psychologist	District Office	June 18, 2009
Felicity Hunter	Teacher	Kimball School	June 18, 2009
Lydia Rodriguez	Parents as Teachers Home Educator	Family Resource Center	June 18, 2009
Lucy Torres	Teacher	El Toyon School	June 18, 2009

 Action

 X **Information**

BACKGROUND INFORMATION:

None

CURRENT INFORMATION:

None

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

Prepared by: Cindy Frazee

Department: Human Resources

AGENDA ITEM:

Adopt Resolution # 08-09.31, in recognition of National School District's classified employees and designating May 18–22, 2009, 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

08-09.31

**IN RECOGNITION OF CLASSIFIED EMPLOYEES AND
DESIGNATING MAY 18–22, 2009, 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 18–22, 2009, as “Classified School Employee Week.”

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 29th day of April 2009, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
 SS)
COUNTY OF SAN DIEGO)

I, Dennis Doyle, Ph.D., Secretary to the Governing Board of the National School District of San Diego County, California do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

Secretary to the Governing Board

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

Prepared by: Cindy Frazee

Department: Human Resources

AGENDA ITEM:

Adopt Resolution #08-09.32 in recognition of Day of the Teacher, Wednesday, May 13, 2009.

 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

#08-09.32

IN RECOGNITION OF DAY OF THE TEACHER, MAY 13, 2009

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 13, 2009, 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.

PASSED AND ADOPTED this 29th day of April 2009, at the regular meeting of the National School District Governing Board.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

SS)

COUNTY OF SAN DIEGO)

I, Dennis Doyle, Ph.D., Secretary to the Governing Board of the National School District of San Diego County, California do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

Secretary to the Governing Board

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

Prepared by: Katie Filzenger

Department: Educational Services

AGENDA ITEM:

Approve submission of application to the California Department of Education for continuation of the Community-Based English Tutoring (CBET) Program for fiscal year 2009-10.

 X Action

 Information

BACKGROUND INFORMATION:

The Community-Based English Tutoring (CBET) Program has been funded by Proposition 227 to provide funds to improve the English literacy skills of parents and community members. Participants must pledge to provide English language tutoring to schoolchildren with Limited English Proficiency. The District, through the National City Collaborative, provides the childcare, data collection and management of the day-to-day requirements of the program. The Sweetwater Adult Education Program provides the instructors and collects the attendance for the program.

CURRENT INFORMATION:

The District is requesting allocation of funds from the California Department of Education to continue participation in the Community-Based English Tutoring Program for fiscal year 2009-2010. By accepting these funds, the District agrees to provide free subsidized adult English language instruction for parents and other community members, who pledge to provide personal English language tutoring to school age children, who are English language learners.

ADDITIONAL DATA:

Currently, the District has eight CBET classes being offered to the community at the following sites: Central, John Otis, El Toyon/Rancho de la Nación, Kimball, Lincoln Acres, Las Palmas, Olivewood and Palmer Way. Childcare is provided for the children of those parents who attend CBET classes.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

Prepared by: Katie Filzenger
Department: Educational Services

AGENDA ITEM:

Adopt Resolution #08-09.33 declaring the month of May 2009 as *Better Speech and Hearing Month* in the National School District.

 X Action

 Information

BACKGROUND INFORMATION:

This recognition month is sponsored annually by the American Speech-Language and Hearing Association. We will be joining school districts around the country in recognizing the work that our speech and language specialists do in developing speech and language skills in our students with these disabilities.

CURRENT INFORMATION:

In conjunction with the 10 schools in the National School District and other school districts throughout the nation, this is an opportunity to focus attention on the professional services provided to District students by the speech and language specialists. These services include assessment, therapy, classroom interventions and other services that support our students and their families.

ADDITIONAL DATA:

See attached resolution.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

RESOLUTION #08-09.33

BETTER SPEECH AND HEARING MONTH

WHEREAS, speech-language specialists in National School District observe and celebrate Better Hearing and Speech Month each year during the month of May; and

WHEREAS, National School District recognizes and values the efforts of all who work to eliminate or minimize the isolating effects of communication disorders in the one in 10 families affected by them; and

WHEREAS, those students of National School District who have overcome their communication disabilities through the services of dedicated speech-language specialists should be recognized; and

WHEREAS, speech-language pathology services throughout our nation help to enable and empower individuals with communication disorders to lead independent, productive, and fulfilling lives; and

WHEREAS, National School District is proud and honored to have experienced and dedicated speech-language specialists offering quality education and health care services to its students; now

BE IT SO RESOLVED that the Governing Board of the National School District declares the month of May as Better Hearing and Speech Month, and we encourage all to recognize the achievements of audiologists and speech-language specialists in improving the quality of life for people with communication disorders.

PASSED AND ADOPTED BY THE Governing Board of the National School District of San Diego County, California, this 29th day of April, 2009, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

SS)

COUNTY OF SAN DIEGO)

I, Dennis Doyle, Ph.D., Secretary to the Governing Board of the National School District of San Diego County, California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

Secretary to the Governing Board

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

Prepared by: Michael Castanos

Department: Business Services

AGENDA ITEM:

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

 X Action

 Information

BACKGROUND INFORMATION:

I. Purchase Orders #F80532-F80582, #P90832-P90879 and #S04429-S04431	\$	162,386.96
II. Child Nutrition Purchase Orders #9359-9382	\$	278,008.58
III. Child Nutrition Checks #10349-10375	\$	430,885.86
IV. Consultant Contracts (not to exceed \$500 each)	\$	0.00
V. Commercial Warrants	\$	532,599.29
VI. Miscellaneous Contracts	\$	0.00
VII. Revolving Cash Fund Business I (month ending March 31, 2009)	\$	903.00
VIII. Revolving Cash Fund Business II (month ending March 31, 2009)	\$	243.65

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 29, 2009

Prepared by: Dennis Doyle
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 2009, 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 2009

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 29, 2009

Prepared by: Chris Oram

Department: Educational Services

AGENDA ITEM:

Approve the Findings and Recommendations of the Administrative Hearing Panel pursuant to student expulsion for student ID #862717.

 X Action

 Information

BACKGROUND INFORMATION:

On April 3, 2009, an Administrative Hearing Panel was convened to hear and receive oral and written evidence regarding the alleged violation of California Education Code 48900 (a) (1) and (g) and Board Policy 5131 by student ID # 862717.

CURRENT INFORMATION:

Membership on the panel was as follows:

- Dr. Chris Oram, Chair
- Debbie Costa-Hernandez, Panel Member
- Angela Franco, Panel Member

Also present were:

- Manuel Machado, Principal
- Officer Javier Cornejo, SRO – NCPD
- Parent
- Student

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

ADDITIONAL DATA:

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

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

Prepared by: Clint Taylor
Department: Educational Services

AGENDA ITEM:

Approve Contract # CT2562 with the National City Public Library to provide a three-week summer program, June 22 – July 10, 2009 at a cost not to exceed \$135,000.

 X Action

 Information

BACKGROUND INFORMATION:

The National City Public Library successfully provided this summer program for the last four years. Lesson plans were developed based on over-arching themes. Students rotated from station to station engaging in a variety of activities which included math, literacy, ELD, science, social studies, nutrition, and physical education. Very positive feedback was received from students, staff, and parents.

CURRENT INFORMATION:

“Camp WINGS” will again be a 4.5 hour program that will begin each day at 8:30 a.m. and end at 1:00 p.m. It will be a literacy-based, project-oriented experience open to all District students, kinder – 6th grade. The program will be similar to the current WINGS After School Program with fun, hands-on, interesting activities. This year’s program will again be “*English Center Stage*”. The Visual and Performing Arts will be infused into all activities, focusing on English Language Development. Snacks will be purchased from an outside vendor rather than through CNS. Students from each school will be able to register for the District program at Las Palmas where they will be able to choose from instrumental band, mariachis, or Hip Hop Aerobic Dance provided by Rhythm Motion. Two days of swimming at the Las Palmas Pool will also be provided for all 4th – 6th graders.

ADDITIONAL DATA:

None

COST IMPLICATIONS: \$135,000

FUNDING SOURCE: After School Education and Safety Program

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

Prepared by: Katie Filzenger

Department: Educational Services

AGENDA ITEM:

Report on the National City Collaborative and Activities of the Family Resource Centers.

 Action

 X Information

BACKGROUND INFORMATION:

The National City Collaborative (NCC) was formed in 1994 to bring together multiple organizations in partnership with the community in order to promote community well being through families. Our mission is to create a National City where all individuals and families can benefit through an improvement in health, community safety, social and economic well being, school readiness and achievement, and enhanced acceptance of its diverse members. Some of the Collaborative's funding is provided by the National School District through Medi-Cal Reinvestment dollars. In addition, the National School District serves as the fiscal agent, and South Bay Community Services acts as employing agency.

NCC currently operates two school-based Family Resource Centers (FRCs) and two satellites in affordable housing complexes in the city. With more than 50 partner agencies, the FRCs integrate resources in order to provide accessible, neighborhood-based services to families ranging from prevention, school readiness, adult education, parenting classes, health services, assessment, linkages to services, counseling and long-term case management for families in need. Results show that by using an integrated service delivery system, families will be supported to get the help that they need without the additional frustration of making appointments with several people and agencies located in many different locations.

CURRENT INFORMATION:

During the last five years, the National City Collaborative has undergone some major changes in almost all areas of its operation. These changes have included significant personnel changes, streamlining the operational budget, updating Memorandums of Understanding with all of the major partners, finalizing the automated referral case management program developed by National University Community Research Institute, upgrading supplies and equipment at all facilities, participation in three major grants through the First 5 Commission, and assuming the supervision and day-to-day management of the Community Based English Tutoring (CBET) Program.

We continue to face significant funding challenges for our Collaborative. Many of our partners have lost funding in these tight budget times. Medi-Cal program funding has decreased over the last few years and that has also negatively impacted our budget for services to our community.

In spite of the economic challenges, the Collaborative has continued to strive to improve the lives of many needy families in the community. In addition to the daily counseling, education and outreach services, emergency food and housing, and other economic support, the Collaborative participated in a number of holiday donation programs designed to provide food and needed items to the families in our community. This report to the Board will outline some of these programs, as well as provide an overview of the Collaborative's 2009-2010 Work Plan.

ADDITIONAL DATA:

Sergio R. Rosas, Collaborative Director, will present the report. Katie Filzenger will introduce Mr. Rosas.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

Prepared By: Michael Castanos

Department: Business Services

AGENDA ITEM:

Adopt Resolution #08-09.34 authorizing the borrowing of funds for fiscal year 2009-10 and the issuance and sale of one or more series of 2009 Tax And Revenue Anticipation Notes (TRANs) in an amount not to exceed \$4,515,000, 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 2009 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 2009-10 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 \$4,515,000. 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: \$0 (the difference between the estimated rate of borrowing and the projected interest rate yield on TRANs funds deposited is a gain of approximately 0.50%)

FUNDING SOURCE: General Fund

RESOLUTION #08-09.34

RESOLUTION OF NATIONAL SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-2010 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2009 TAX AND REVENUE ANTICIPATION NOTES THEREFORE IN AN AMOUNT NOT TO EXCEED \$4,515,000 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 Governing Board (the "Board") has determined that the sum not to exceed \$4,515,000 (the "Principal Amount") is needed for the requirements of the National School District (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 or held by the District attributable to its fiscal year ending June 30, 2010 (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 2009 Tax and Revenue Anticipation Notes (the "Notes");

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 Notes;

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 attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Notes 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, the District desires to authorize the issuance of the Notes in two series, with an initial issuance of a first series of notes (the "Series A Note") in the month of July, 2009 and an authorization to issue and sell a second series of notes (the "Series B Note") prior to June 1, 2010;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Notes 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;

WHEREAS, the District desires to have its Series A Note marketed together with some or all of the notes issued by other school districts and the County participating in the Program; and, in the event that a comparable Program exists at the time District issues its Series B Note, to participate in such 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;

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 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 District 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 the Series A Note and the notes issued by other Issuers in such Series; and (ii) a Series of Note Participations which evidence and represent interests of the owners thereof in the Series B Note and such notes as may be issued by other participating Issuers, if the District Officer determines at the time of issuance of the Series B 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 all of the 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 Notes 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 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);

WHEREAS, pursuant to the Program, the Series A Note and the notes issued by other Issuers 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 pursuant to the terms and provisions of a purchase agreement, which shall be in substantially the same form as the purchase agreement presented to this meeting (the "Purchase Agreement"); 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 or held by the District 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, of two series of the Notes in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2009 Tax and Revenue Anticipation Note, Series A" and the District's "2009 Tax and Revenue Anticipation Note, Series B," 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 not more than 13 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 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 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 Notes shall be payable in lawful money of the United States of America.

The Series A Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act; and likewise, the Series B Note shall be issued in conjunction with the note or notes of one or more other Issuers 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 Series B Note that participation in such Program is in the best financial interests of the District.

Notwithstanding the foregoing, the issuance of the Series B Note shall be subject to the following conditions:

(1) Receipt of confirmation from Moody's Investors Service and Standard & Poor's (each an "Agency") (if such respective rating agency rated the Series A Note) that the issuance of the Series B Note will not cause a reduction or withdrawal in such Agency's rating on the Series A Note; and

(2) Receipt of an opinion of Bond Counsel to the effect that the interest on the Series B Note is excludable from gross income for federal income tax purposes.

Section 3. Form of Notes. The Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, 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 Notes; Delegation. The Series A Note as evidenced and represented by the Note Participations shall 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. 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 Series A Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of Underwriter's discount on the Series A 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 Series A Note. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

The Series B Note shall be sold to the Underwriter pursuant to the terms and provisions of a purchase agreement substantially similar in scope and content to the Purchase Agreement (the Series B Purchase Agreement”), as part of the Program or separately, upon determination and written direction of the District Officer. The County Officer is hereby authorized and directed to execute and deliver the Series B Purchase Agreement with such changes as such County Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Series B Note Rate shall not exceed 12% per annum, and that the Underwriter's discount on the Series B Note, when added to other costs of issuance of the District, shall not exceed 1.0% of the amount of the Series B Note.

Section 5. Program Approval. The Series A Note shall be combined with notes of other Issuers 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 Series A Note in the proportion that the face amount of the Series A Note bears to the total aggregate face amount of the Series A 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 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 payable by the District, negative and affirmation covenants of the District and events of default. The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Financial Advisor and the Underwriter are 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 Note Participations.

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 Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (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 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 Notes, 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 Series A Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of 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 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 Series A Note, and the Series A Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Series A Note, shall be treated as owners of the Series A 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 Series A 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 Series A Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Series A 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 the Series B Note, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of the Series A Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Series A Note, if any) 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 Series A Note (net of the District's share of the costs of issuance) 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 Series A 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 Series A Note on deposit in the Proceeds Fund, which shall constitute the District's Proceeds Subaccount.

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

If the District Officer does not elect to participate in a Program to pool the Series B Note with notes of other issuers, then proceeds of the sale of the Series B Note, shall be deposited in a separate fund of the District hereby designated the "Series B 2009 Tax and Revenue Anticipation Note Proceeds Fund" (herein called the "Series B Proceeds Fund") which account shall be established with the County Treasurer-Tax Collector at the time of issuance of the Series B Note.

All moneys in the Series B Proceeds Fund shall be invested in the County of San Diego Investment Pool or, at the written direction of the District, in investments permitted and authorized for such funds, and the proceeds of such investments shall be retained in the Series B Proceeds Fund. Amounts in the Series B Proceeds Fund may be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the General Fund of the District.

Section 8. Source of Payment. The Principal Amount of the Notes, 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 or held by the District and are 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 Notes 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 or held by the District and are attributable to the Repayment Fiscal Year, and the principal of the Notes 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 or held by the District and are 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 Notes

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.

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 Notes 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 Notes as sequentially numbered Repayment Dates (each individual date a "Repayment Date" and collectively "Repayment Dates") (and any amounts received thereafter 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 Notes and interest due on the Notes, 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 Notes 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 and the amount of Pledged Revenues required to be deposited on any one Repayment Date shall not exceed 80% of the principal and interest due on the Notes at maturity. 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 Notes 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 Notes 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 Notes and all interest thereon are paid or until provision has been made for the payment of the principal of the Notes at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

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 Notes, 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 Notes 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 Notes 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 Notes 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.

Section 9. Execution of Notes. The County Officer shall be authorized to execute the Notes 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 Notes by manual or facsimile signature and to affix the seal of the County to the Notes either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Notes 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 Notes on its behalf.

(B) (i) Upon the issuance of the Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes 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 Notes on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of the Notes, 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 Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Notes.

(E) The District has (or will have prior to the issuance of the Notes) 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, if any, 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 Notes 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 by the District for the general fund of the District attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Notes (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 Notes, 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 in the Preliminary 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 Notes. The District agrees to furnish to the Financial Advisor, the Underwriter, 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 Notes, 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 Notes, 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 Notes, the Notes 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 Notes.

(N) 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 2008-2009 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 Notes.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2008-2009 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2009-2010 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 Notes 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 Notes or any other funds of the District which would cause the Notes 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 Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

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 2009, including the Notes, 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 Notes will be expended no later than the day that is six months after the respective dates of issuance of the Notes 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 Notes, 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 Notes.

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 Notes, 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 Notes.

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 Notes 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 Notes 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 Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, 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 Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Notes 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 Notes on the day on which it matures. Payment of the Notes shall be in accordance with the terms of the Notes and this Resolution.

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

Section 14. Approval of Actions. The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Notes and cause the Trustee to authenticate and accept delivery of the Notes, 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 Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, 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 Notes 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 Notes and of this Resolution shall constitute a contract between the District and the registered owner of the Notes and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Notes 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 Notes 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 Notes 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 by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Notes 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 Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes 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 a financial advisory firm to serve as Financial Advisor for the District in connection with the Program. The District has selected GreenCoast Capital Partners LLC for the financial advisory services. Citigroup Global Markets Inc., together with such co-underwriters, if any, identified in the Purchase Contract, is hereby appointed as underwriter for the Program.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 29th day of April 2009, by the following vote.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
 SS)
COUNTY OF SAN DIEGO)

I, Dennis Doyle, Ph.D., Secretary to the Governing Board of the National School District of San Diego County, California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

Secretary to the Governing Board

EXHIBIT A

FORM OF NOTES

NATIONAL SCHOOL DISTRICT

COUNTY OF SAN DIEGO, CALIFORNIA

2009 TAX AND REVENUE ANTICIPATION NOTE, SERIES A^{z/}

<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: \$4,515,000

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 "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal 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

^{z/} 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 by the District for the general fund of the District and are 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 or held by the District and are 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 therefor, 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.

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

[STATEMENT OF INSURANCE]^{2/}

^{2/} To be used only if Credit Instrument is a policy of municipal bond insurance.

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009

Prepared by: Michael J. Castanos
Department: Business Services

AGENDA ITEM:

Accept the following gifts:

1. \$1,000.00 from Las Palmas PTO to Las Palmas School to be used for field trip transportation.
2. \$700.00 from Las Palmas PTO to Las Palmas School to be used for school assembly "Literature Comes to Life".
3. \$500.00 from BP Fabric of America Fund to Las Palmas School to be used for school materials and supplies.
4. \$874.00 from George & Edith Cameron to Ira Harbison to be used for fourth grade field trip transportation.
5. \$350.00 from National City Elementary Teacher Association to Central School to be used for sixth grade camp.
6. \$100.00 from Child Abuse Prevention Foundation to Central School to be used for sixth grade camp.
7. \$150.00 from Central Elementary PTO to Central School to be used for sixth grade camp.
8. \$500.00 from The San Diego Foundation to Central School to be used for teacher supplies.
9. \$121.73 from Target Take Charge of Education to Central School to be used for teacher supplies.
10. \$223.68 from Target Take Charge of Education to Lincoln Acres School to be used for sixth grade activities.
11. \$154.82 from Washington Mutual to Central School to be used for teacher supplies.
12. \$163.00 from Lifetouch to Lincoln Acres School to be used for sixth grade activities.

 X Action

 Information

BACKGROUND INFORMATION:

- Las Palmas School PTO works throughout the year to support various programs at Las Palmas School.
- BP Fabric of America invests in both traditional and renewable energy as it works to develop US energy sources. BP considers contributions to organizations that make a difference in people's lives and are recommended by BP employees. National School District has been chosen for a grant through this program.

- George Cameron is former Superintendent at National School District with an interest in supporting youth activities.
- The National City Elementary Teachers Association is the collective bargaining unit representing teachers in the National School District.
- The Child Abuse Prevention Foundation is an organization with an interest in supporting youth.
- Central School PTO works throughout the year to support various programs at Central School.
- The San Diego Foundation is a charitable organization with interest in supporting school activities.
- Target donations are the result of families, teachers and friends of our school participating in the Target Take Charge of Education School Fundraising Program. Over eight million Target guests have designated their favorite school to receive donations and Target has donated more than \$68 million to eligible K-12 schools across the country.
- Washington Mutual's WaMoola for Schools program is a special program created to support K-12 schools. All Washington Mutual employees and customers are asked to pick a school to support. Once they've enrolled into the program, they earn points for their designated school every time they use their Washington Mutual Visa Check Card for everyday purchases such as buying groceries, going to the movies or buying a cup of coffee. Every purchase earns a point. At the end of the year, Washington Mutual converts the points into a donation.
- Lifetouch Studios photograph our youngsters on a yearly basis and donate monies back to the schools.

CURRENT INFORMATION:

Matching funds will not be made available for the 2008-09 school year due to budget constraints.

ADDITIONAL INFORMATION:

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 29, 2009

Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Adopt school calendar for the 2009-2010 school year.

 X Action

 Information

BACKGROUND INFORMATION:

School/work year calendars are negotiated annually as provided for in collective bargaining agreements between the Governing Board of National School District and National City Elementary Teachers Association (NCETA) and California School Employees Association (CSEA), Chapter 206.

CURRENT INFORMATION:

See attached calendar.

ADDITIONAL DATA:

NCETA reached a tentative agreement on the attached calendar on 03/20/09. CSEA reached a tentative agreement on the calendar on 03/24/09.

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

**NATIONAL SCHOOL DISTRICT
2009-2010
SCHOOL CALENDAR**

2009

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

July 2 Adm. Assts. work 1 day
July 3 Holiday

2010

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

Jan 1 Holiday
Jan 11 Schools Return
Jan 18 Holiday

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

Aug 10 Adm. Assts. Report
Aug 17 Staff Report
Aug 17 & 18 Prof. Growth Days
Aug 19, 20 & 21 Teacher Prep Days
Aug 24 Students & CNS Report

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

Feb 12 Holiday
Feb 15 Holiday

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

Sept 7 Holiday

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

Mar 8, 9, 10, 12 & 15
Parent conferences
Mar 29-April 9 Spring Bre

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

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

Apr 2 Holiday
Apr 5 Holiday
Apr 26 - May 25 Testing

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

Nov 11 Holiday
Nov 16, 17, 18, 20 & 23 Parent Conf.
Nov 25 Holiday
Nov 26 Holiday
Nov 27 Holiday

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

May 31 Holiday

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

Dec 21 - Jan 8 Winter Break
Dec 24 Holiday
Dec 25 Holiday
Dec 31 Holiday

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

June 17 Last Day for
Students and Staff
June 25 Last Day for
Adm. Assts.

180 TOTAL STUDENT DAYS PER YEAR
185 days --Teachers
180 days --CNS (same as students)
197 days --Admin. Asst. School (School Secretaries)
185 days -- Other Classified School Staff (same as teachers)
245 days -- 12-month employees

Total

Board approved on x/x/x/x

César Chávez Day is a state holiday in California observed on March 31, in remembrance of Cesar Chavez's birthday, or the appropriate Monday or Friday near:

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009
Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Approve the negotiated agreement between the California School Employees Association, Chapter 206 and the Governing Board of the National School District for the 2008-2009 school year. This includes approval for a three-year extension of the current collective bargaining agreement from July 1, 2009 to June 30, 2012.

 X Action

 Information

BACKGROUND INFORMATION:

The District and the California School Employees Association, Chapter 206 have reached a tentative agreement for the 2008-2009 school year, which includes a three-year extension of the current collective bargaining agreement.

CURRENT INFORMATION:

As a result of this tentative agreement the District has agreed to a 0% pay increase for the 2008-2009 school year. The District has also agreed to increase the District's annual maximum contribution per eligible employee toward health and welfare benefits for the 2008-2009 school year to \$8,529.

The three-year extension of the collective bargaining agreement is effective from July 1, 2009 – June 30, 2012. Both parties may reopen for Wages and Health and Welfare Benefits for the 2009-2010 school year. For the 2010-2011 and 2011-2012 school years both parties may reopen for Wages, Health and Welfare Benefits and one additional article of each parties choosing.

ADDITIONAL DATA:

CSEA unit members are scheduled to ratify this agreement on Monday, April 27, 2009.

COST IMPLICATIONS: \$113,000

FUNDING SOURCE: General Fund – Unrestricted and Restricted, Child Development, and Categorical Program funds.

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009
Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Adopt proposal from the California School Employees Association, Chapter 206 to open negotiations with the District for the 2009-2010 school year.

 X Action

 Information

Adopt proposal from the California School Employees Association, Chapter 206 to open negotiations with the District for the 2009-2010 School Year.

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

CURRENT INFORMATION:

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

Article 10 Pay and Allowances
Article 12 Health and Welfare Benefits

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A

GOVERNING BOARD AGENDA ITEM

Agenda Date: April 29, 2009
Prepared by: Cindy Frazee
Department: Human Resources

AGENDA ITEM:

Adopt proposal from the District to open negotiations with CSEA for the 2009-2010 school year.

 X Action

 Information

BACKGROUND INFORMATION:

The proposed action simply is an adoption of the District's initial proposal for purposes of negotiations.

CURRENT INFORMATION:

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

Article 10 Pay and Allowances – 0% increase in salary

Article 12 Health and Welfare Benefits – Increase District annual maximum contribution for health benefits per eligible employee to \$8,700

ADDITIONAL DATA:

None

COST IMPLICATIONS: N/A

FUNDING SOURCE: N/A