

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
1301 E. Orangethorpe Avenue
Placentia, CA

Minutes
Regular Meeting
Board of Education

6:00 p.m., Tuesday, May 11, 2010
District Educational Center
1301 E. Orangethorpe Avenue
Placentia, CA 92870

A Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District was called to order by Mrs. Carol Downey, President, at 6:00 p.m., Tuesday, May 11, 2010 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia.

CLOSED SESSION

Adjourned to Closed Session for the purpose of discussing matters expressly authorized by Government Code Sections 3549.1, 54956.8, 54956.95, 54957, and 54957.6 at 6:00 p.m.

REGULAR SESSION

Reconvened to Regular Session at 7:07 p.m.

REPORT OUT OF CLOSED SESSION

1. The Board took action to accept a settlement in the amount of \$100,000.00 in the matter of the claim put forth by American Contractors Indemnity Company (ACIC) and Macerich Construction, Inc.

Action: Carried
Ayes: 5
Noes: 0

Motion: Mrs. Janice Wagner
Second: Mrs. Karin Freeman

2. The Board took action to reject Government Code Claim in accordance with Government Code Section 912.4(a) presented by Angeles Contractor, Inc. for the Yorba Linda High School project. Project No. YLH-9606.

Action: Carried
Ayes: 5
Noes: 0

Motion: Mrs. Janice Wagner
Second: Mr. Eric Padget

3. The Board took action to suspend one classified employee for three (3) working days.

Action: Carried
Ayes: 5
Noes: 0

Motion: Mrs. Janice Wagner
Second: Mr. Eric Padget

PLEDGE OF ALLEGIANCE

ROLL CALL

Members Present: Mrs. Carol Downey, President
Mrs. Janice Wagner, Vice President
Mr. Eric Padget, Clerk
Mrs. Karin Freeman, Trustee
Mrs. Kim Palmer, Trustee

MINUTES

Approved the minutes of the Regular Meeting of April 20, 2010.

Action: Carried Motion: Mrs. Karin Freeman
 Second: Mr. Eric Padget
Ayes: Carol Downey, Eric Padget, Karin Freeman, Kim Palmer
Noes: None
Abstention: Janice Wagner

RECOGNITIONS/PRESENTATIONS

1. Sean Krinik, Valencia High School Senior, National Champion in Track and Field
2. 2010 PYLUSD National Merit Scholars
3. 2010 PYLUSD Outstanding High School Seniors
4. Resolution No. 57, School Nurses' Day, May 12, 2010, read by Michelle DeHaven, PYLUSD Lead Nurse
5. Resolution No. 56, Classified School Employees' Week, May 16-22, 2010, read by Allyson Holt, President, California School Employees' Association, Chapter 293

PUBLIC COMMENT

1. Juli Conklin addressed the Board regarding school choice transfers.
2. Frank Velasco addressed the Board regarding school choice transfers.

STUDENT BOARD REPORT

Student Board Representative Minee Kim provided a report of the activities and events occurring at the district's high schools.

SUPERINTENDENT'S REPORT

1. The Superintendent announced that Jennifer Bremer, teacher at Travis Ranch School, has been selected as an Orange County Teacher of the Year.
2. The Superintendent shared that an article written by DeWayne Cossey, Assistant Director of Technology, had been published in *DataBus*, a technology publication. In addition, Valencia High School was featured in an article in the *California Educator*.
3. The Superintendent extended congratulations to the following district administrators who were recently recognized as ACSA Administrators of the Year: *Career Tech Education Administrator* – Jim Moore, Director, Educational Services; *Central Office Administrator* – Doug Domene, Assistant Superintendent, Business Services; *Classified Champion* – Rose Wilson, Administrative Secretary.

APPROVAL OF AGENDA

Approved the May 11, 2010 Board of Education agenda as amended and recommended by the Superintendent.

Action: Carried
Ayes: 5
Noes: 0

Motion: Mr. Eric Padget
Second: Mrs. Karin Freeman

CONSENT CALENDAR

1. Approved/ratified purchase orders in the following amounts: **(2009/10)** – General Fund (01), \$429,477.94; Child Development Fund (12), \$652.55; Cafeteria Fund (13), \$95,698.98; Capital Facilities Fund (25), \$38,090.00; Building Fund Measure A (Series A) Fund (26), \$586,577.45; Building Fund, Series B (27), \$10,000.00; Schools Facilities Fund (35), \$3,353.35
2. Approved warrant listings in the following amounts: Warrant Registers #110501 through 122111 and #580813 through 581313; current year expenditures (April 04, 2010, through April 24, 2010) \$5,109,786.08; total prior year expenditures, \$54,680.64 (2008-2009); and payroll registers 9B, \$3,461,738.10
3. Authorized the continued use of The State of California, Department of General Services CMAS Contract #3-09-00-0494A and Supplement 2 through December 31, 2010.
4. Authorized the continued use of The State of California, Department of General Services CMAS Contract #3-09-00-0493B and Supplement 2 through December 31, 2010.
5. Approved contractor(s) for Open Field Service Agreement(s). (See attached.)
6. Accepted as complete the project(s) listed and authorized filing Notice(s) of Completion. (See attached.)
7. Approved Independent Contractor Agreements – Facilities & Planning – as listed in accordance with Board Policy No. 4124, Retention of Consultants. (See attached.)
8. Awarded bid to lowest responsive and responsible bidder and approve contract for Bid No. 210-21, to Digital Networks Group, Inc. for Smart Classrooms Infrastructure at Travis Ranch School. Project Nos. TRE-9230-9303-051 and TRM-9231-9304-051.
9. Awarded bid to lowest responsive and responsible bidder and approved contract for Bid No. 210-22, to List Plymouth LLC, dba Storagecraft for Installation of Lockers at Kraemer Middle School. Project No. KRA-9220-9302-030.
10. Awarded bid to lowest responsive and responsible bidder and approved contract for Bid No. 210-23, to Engineered Storage Systems, Inc. for Installation of Lockers at Valencia High School. Project No. VHS-9224-9306-030.
11. Approved Preliminary Construction Services Agreement with Construct One for the Modernization project at Yorba Linda High School. Contract period May 1, 2010 through August 31, 2010. Contract No. 0910-75. Project No. YLH-9228-9301-030.

CONSENT CALENDAR, Continued

12. Approved the continued use of the Riverside Unified School District Bid No. 2004/05-12L to lease DSA approved relocatable classroom buildings at El Dorado High School for period of July 1, 2010 through June 30, 2012.
13. Approved Amendment No. 1 to renew the contract for Unit Price Bid District Wide Shade Structures, Bid No. 209-12, with Prengler Inc., dba National Carport Industries, Creative Contractors Corp., and USA Shade & Fabric Structures branded as Shade Structures. Contract period May 11, 2010 to May 11, 2011.
14. Approved Change Order No. 1 to Purchase Order No. 800847, Bid No. 207-54 to Prime Painting Contractors, Inc. for Yorba Linda High School, Project No. YLH-9606.
15. Approved Change Order No. 3 to Purchase Order No. 906622, Bid No. 209-3 to America West Landscape, Inc. for Yorba Linda High School, Project No. YLH-9606.
16. Approved Change Order No. 5 to Purchase Order No. 801606, Bid No. 207-41 to Coutts Heating and Cooling, Inc. for Yorba Linda High School, Project No. YLH-9606.
17. Rejected all bids for Bid No. 210-25 for Unit Bid District Wide Smart Classrooms.
18. Approved Independent Contractor Agreements – Educational Services - as listed in accordance with Board Policy No. 4124, Retention of Consultants. (See attached.)
19. Approved Participation Agreement with Music Intelligence Neural Development (M.I.N.D.) Institute for ST Math+Music Program, Unlimited Station Perpetual License for Valadez Middle School Academy.
20. Approved Participation Agreement with Music Intelligence Neural Development (M.I.N.D.) Institute for ST Math+Music Program, Unlimited Station Perpetual License for Melrose Elementary School.
21. Approved Glenknoll and Topaz elementary schools to participate in the Inside the Outdoors Field Program with the Orange County Department of Education.
22. Approved program agreement with Long Beach Marine Institute for extended field trip for Kraemer Middle School, May 27, 2010 to Long Beach, California.
23. Approved program agreement with Ocean Institute for Rose Drive School for a one-day field trip, June 8, 2010 to San Juan Capistrano.
24. Approved Agreement between the Orange County Superintendent of Schools and the Placentia-Yorba Linda Unified School District for Mabel Paine Elementary School to receive \$250 for their Rtl² Conference presentation on March 31, 2010.
25. Approved Agreement between the Orange County Superintendent of Schools and the Placentia-Yorba Linda Unified School District for compensation of NTE \$1,500 for participation in the March 31, 2010 Rtl² Conference survey.
26. Approved waivers requested by parents of students on the attached list who have met the CAHSEE requirement in the indicated areas. (See attached.)

CONSENT CALENDAR, Continued

27. Approved/ratified extended field trips as listed in accordance with Board Policy No. 6153, Field Trips. (See attached.)
28. Accepted gifts as listed, such action being in compliance with Education Code Section 41032, and directed the Superintendent to send letters of appreciation. (See attached.)
29. Approved the Stipulated Expulsion Agreement between the Placentia-Yorba Linda Unified School District and the parents of 1067.4.
30. Approved the amended Memorandum of Understanding between the Special Education Local Plan Areas (SELPAs) and school districts of Orange County.
31. (Item removed.)
32. Approved Classified Personnel Report. (See attached.)
33. Approved Certificated Personnel Report. (See attached.)

Approved the above listed recommendations, as amended.

Action: Carried
Ayes: 5
Noes: 0

Motion: Mrs. Karin Freeman
Second: Mrs. Kim Palmer

GENERAL FUNCTIONS

1. Adopted Resolution No. 56 designating the week of May 16-22, 2010 as California School Employees' Week. (See attached.)

Action: Carried
Ayes: 5
Noes: 0

Motion: Mr. Eric Padget
Second: Mrs. Janice Wagner

2. Adopted Resolution No. 57 designating May 12, 2010 as National School Nurses' Day. (See attached.)

Action: Carried
Ayes: 5
Noes: 0

Motion: Mrs. Karin Freeman
Second: Mrs. Kim Palmer

FACILITIES & PLANNING

1. Approved Design Development Documents and Authorized Preparation of Construction Documents for the Heating, Ventilation, and Air Conditioning (HVAC) at Mabel Paine Elementary School project.

Action: Carried
Ayes: 5
Noes: 0

Motion: Mrs. Janice Wagner
Second: Mr. Eric Padget

FACILITIES & PLANNING, Continued

2. Approved Construction Documents for the Heating, Ventilation, and Air Conditioning (HVAC) Project at Mabel Paine Elementary School.

Action: Carried
Ayes: 5
Noes: 0

Motion: Mr. Eric Padget
Second: Mrs. Kim Palmer

BUSINESS & FINANCIAL

Adopted Resolution No. 53 authorizing the issuance and sale of direct-pay qualified school construction bonds in the principal amount of not to exceed \$25,000,000 and approving related documents and actions. (See attached.)

Action: Carried
Ayes: 5
Noes: 0

Motion: Mrs. Karin Freeman
Second: Mr. Eric Padget

PERSONNEL

1. Adopted the 2010-2011 school calendar which includes a reduction in the number of instructional days from 180 to 176, as amended. The non-instructional days being proposed are Monday-Wednesday, November 22-24, 2010, and Friday, May 27, 2011 (Exhibit A). (See attached.)

Action: Carried
Ayes: 5
Noes: 0

Motion: Mrs. Kim Palmer
Second: Mr. Eric Padget

2. Approved the 2010-2011 Declaration of Need for Fully Qualified Educators, Exhibit A. (See attached.)

Action: Carried
Ayes: 5
Noes: 0

Motion: Mr. Eric Padget
Second: Mrs. Janice Wagner

3. Adopted Resolution No. 54 authorizing the reduction or elimination of particular kinds of services and/or programs identified in Exhibit A. (See attached.)

Action: Carried
Ayes: 5
Noes: 0

Motion: Mrs. Janice Wagner
Second: Mrs. Kim Palmer

COMMUNICATIONS

1. Invitation to Bryant Ranch Elementary School's 20th Anniversary Celebration on Thursday, May 13, 2010
2. Invitation to El Dorado High School's Senior Awards Event on Thursday, May 27, 2010
3. Invitation to Esperanza High School's Distinguished Aztec Academic Achievement Event on Monday, May 17, 2010
4. Invitation to Senator Bob Huff's Jobs and Economy Town Hall Meeting on Thursday, May 20, 2010

COMMUNICATIONS, Continued

- 5. Flyer regarding the California Consortium of Education Foundations—Education Foundation Fundamentals Workshop, Friday, May 21, 2010
- 6. Information regarding Girl Scout Gold and Silver Award winners

BOARD REPORT

- 1. Mrs. Kim Palmer had the pleasure of attending the Yorba Linda High School Music Festival and Car Show and congratulated Director Bincins Garcia and the jazz band for a wonderful concert which included the participation of a professional musician. She also participated as a Senior Project evaluator at El Dorado High School and commented on the value of such projects for students. In addition, Mrs. Palmer attended a performance of Fairmont Elementary School's production of *Charlie and the Chocolate Factory* and visited the Career and Technical Education programs at El Dorado and Valencia High Schools.
- 2. Mrs. Karin Freeman participated as an evaluator at the El Dorado High School Senior Project event, attended Open House at Yorba Linda Middle School, and toured Yorba Linda High School with a group of Yorba Linda Historical Society Board members. Mrs. Freeman also attended the El Dorado and Valencia High School Distinguished Scholar events as well as the Orange County School Boards Association End-of-the-Year Dinner event. In addition, she attended the Health Fair that was held at the Witten Center which had many activities of interest to families. Mrs. Freeman indicated that the Yorba Linda Chamber of Commerce Scholarship Breakfast is scheduled for Wednesday, May 26, 2010 and spoke briefly regarding the North Orange County Regional Occupational Program's Celebration of Success and shared news regarding a graduate of Esperanza High School.
- 3. Mr. Eric Padget was pleased to have participated as an evaluator at El Dorado High School's Senior Project event. He also attended El Dorado High School's Distinguished Scholars event and Open House at Mabel Paine Elementary School and Yorba Linda Middle School and commented on the outstanding educational opportunities at the schools. Mr. Padget attended the Orange County School Boards Association End-of-the-Year Dinner as well as the preceding PAGE meeting. Mr. Padget commented briefly on the Yorba Linda Women's Club Academic Scholar and Student Art Awards event at the Yorba Linda Community Center. He was also pleased to support the Valencia High School Grad Night fundraiser. Mr. Padget thanked the Superintendent and staff for their support of the technology program in the district.
- 4. Mrs. Carol Downey enjoyed El Dorado High School's Distinguished Scholar event and made note of the remarkable accomplishments of the students.

ADJOURNMENT

Time: 8:38 p.m.

Mrs. Carol Downey, President, adjourned the May 11, 2010 Board of Education meeting at 8:38 p.m. in memory of Kim Reilly, teacher at Travis Ranch Middle School.

Action: Carried
 Ayes: 5
 Noes: 0

Motion: Mrs. Karin Freeman
 Second: Mr. Eric Padget

NEXT SCHEDULED MEETING

May 25, 2010

OPEN FIELD SERVICE AGREEMENTS

<u>Vendor Name</u>	<u>Contract #</u>	<u>Services Provided</u>
McCullah Fence Co.	OA435051115	Fence Repairs, Installation, Building Repairs.

NOTICES OF COMPLETION

<u>P.O. Number</u>	<u>Contractor</u>	<u>Project</u>
1096	Time & Alarm Systems, Inc.	Van Buren Elementary School Low Voltage Bid Bid No. 206-2
1095	Time & Alarm Systems, Inc.	Valencia High School Low Voltage Bid Bid No. 206-2
800847	Prime Painting Contractors, Inc.	Yorba Linda High School Painting Bid Bid No. 207-54
906622	America West Landscape, Inc.	Yorba Linda High School Landscape and Irrigation Bid Bid No. 209-3
3683	Byrom-Davey, Inc.	El Dorado High School Field Upgrades Project Lease Leaseback Agreement, Site Lease, Facilities Lease and Construction Provisions

INDEPENDENT CONTRACTOR AGREEMENTS – FACILITIES & PLANNING

1. Reliant Testing Engineers Approve Independent Contractor Agreement for Geotechnical Engineering and Testing Service for the Field Upgrades project at Esperanza High School. Project No. ESP-9223-9302-072. Contract No. 0910-73. Contract period May 11, 2010, to August 31, 2010.

Building Fund Measure A (Series A) Fund (26) \$ 13,465.00
Building Fund Measure A (Series B) Fund (27)

INDEPENDENT CONTRACTOR AGREEMENTS – EDUCATIONAL SERVICES

1. Meet the Masters, Inc. Presenter of art assemblies at Linda Vista Elementary School, September 7, 2010 to June 18, 2011; budgeted gift funds, NTE \$4,052.58.
2. Kids Love Music Presenter of music assemblies at Linda Vista Preschool, June 30, 2010; budgeted child care funds, NTE \$200.
3. Orange County Performing Arts Presenter of social science assembly at Travis Ranch School, April 13, 2010; budgeted gift funds, NTE \$240.
4. Discovery Science Center Presenter of science assembly at Glenknoll Elementary School, May 24, 2010; budgeted gift funds, NTE \$571.50.
5. Total Educational Systems Support Presenter of Brain Research Compatible Instruction Coaching inservice for Yorba Linda Middle, Bernardo Yorba, Tuffree, Valadez Academy and Travis Ranch schools, previously board approved on December 15, 2009, extend dates only to May 31, 2010.
6. Dr. Mitchel D. Perlman Provider of evaluation of special education student per court order, April 14 to June 30, 2010; budgeted special education funds, NTE \$6,000.
7. Bill of Rights Institute Presenter of history inservices for teachers, May 12 to July 3, 2010; budgeted categorical funds (Teaching American History Grant), NTE \$6,250.
8. The American Historical Theatre Presenter of history inservices for teachers, May 12 to July 1, 2010; budgeted categorical funds, (Teaching American History Grant), NTE \$2,000.
9. Lauren Franke, Psy. D. CCC-SP Provider of staff development and consultation regarding special education student assessments, April 26 to June 30, 2010; budgeted special education funds, NTE \$3,375.
10. Dr. Carol Berkin Presenter of history inservices for teachers, June 28 to July 2, 2010; budgeted categorical funds, (Teaching American History Grant), NTE \$3,500.

11. Heather Sufuentes

Presenter of professional development for ELD teachers regarding Structured English Immersion (SEI), originally board approved July 14, 2009; extend dates to June 30, 2010 and increase budgeted categorical funds by \$8,000 for a new total of NTE \$18,000.

12. Color Me Mine

Provider of ceramic art class for Wagner Elementary School, May 26, 2010; budgeted categorical funds, NTE \$600.

13. Kyle Scott Price

Provider of creation of district GATE website, May 15 to June 30, 2010; budgeted categorical funds, NTE \$500.

CAHSEE WAIVER APPROVALS

School	Student ID Number	Area of CAHSEE to be Waived	Score Achieved with Modific.	Case Carrier	Counselor	Date of CAHSEE
El Camino	41381	Math	367	Helen Diavatis	Karen Edwards	February, 2009
El Camino	21536	Math	354	Helen Diavatis	Karen Edwards	February, 2009
El Camino	982033	ELA	360	Helen Diavatis	Karen Edwards	May, 2009
El Camino	50454	Math	354	Helen Diavatis	Karen Edwards	November, 2009
El Camino	12527	Math/ELA	407/359	Helen Diavatis	Karen Edwards	November, 2009
El Camino	803090	Math	354	Helen Diavatis	Karen Edwards	November, 2009
Esperanza	5560	Math	351	Betty Murphy	Tempa Davidson	November, 2009
Esperanza	004391	Math	354	Michael Sayre	Gina Aguilar	November, 2008
Esperanza	992742	Math	356	Michael Sayre	Tonia Latorre	February, 2010
Esperanza	995511	Math	356	Michael Sayre	Tempa Davidson	November, 2009
Esperanza	024480	ELA	357	Cindy Thomas	Cindy Thomas	February, 2010

EXTENDED FIELD TRIPS

1. Valencia CASL Conference, April 17-19, 2010 in Irvine, California.
2. Esperanza 39th Annual National High School Tournament of Champions Debate, April 29 to May 4, 2010 in Lexington, Kentucky.
3. Valencia Student Body Presidents' Conference, May 25-26, 2010 in Orange, California.
4. Yorba Linda High School Student Body Presidents' Conference, May 25-26, 2010 in Orange, California.

GIFTS

1. Check in the amount of \$1,755.30 from Brookhaven PTA to be used for outdoor education for Brookhaven Elementary School.
2. Checks totaling \$2,615 from Bryant PTA to be used for field trips for Bryant Ranch School.
3. Checks totaling \$6,352 from Bryant Ranch 5th Grade Boosters to be used for field trips for Bryant Ranch School.
4. Check in the amount of \$2,000 from Mayeda Family Donation to be used for instructional purposes at El Dorado High School.
5. Checks totaling \$14,523.50 from Fairmont PTA to be used for field trips and assemblies for Fairmont Elementary School.
6. Check in the amount of \$76.94 from United Way, Inc. to be used for instructional purposes at Fairmont Elementary School.
7. Dell laptop computer from Mr. and Mrs. Gaffey to be used for instructional purposes at Fairmont Elementary School.
8. Check in the amount of \$123.90 from Edison Gifts to be used for instructional purposes at Glenview Elementary School.
9. Check in the amount of \$682.50 from Golden PTA to be used for a field trip for Golden Elementary School.
10. Checks totaling of \$5,097 from Lakeview PTA to be used for assemblies and field trips for Lakeview Elementary School.
11. Checks totaling \$2,718.40 from Morse PTA to be used for field trips and assemblies for Morse Elementary School.
12. Sharp copy machine from Bob Ward to be used for the office at Rose Drive Elementary School.
13. Check in the amount of \$645 from Rose Drive PTA to be used for an assembly at Rose Drive Elementary School.
14. Check in the amount of \$50 from Edison International to be used for instructional purposes at Rose Drive Elementary School.
15. Miscellaneous paper products and office supplies from Presstime Printers to be used for instructional purposes and for the office at Travis Ranch School.
16. Check in the amount of \$400 from Travis Ranch PTA to be used for instructional purposes at Travis Ranch School.
17. Check in the amount of \$50 from Randolph and Sharon Horras to be used for instructional purposes at Tuffree Middle School.
18. Check in the amount of \$720 from Fidelity Charitable Gift Fund to be used to purchase a recovery couch for the health office at Tuffree Middle School.
19. Check in the amount of \$225 from Edison Employee Contributions to be used for instructional purposes at Tuffree Middle School.
20. Checks totaling \$905 from John Tynes PTA to be used for field trips for Tynes Elementary School.
21. Check in the amount of \$150 from BP Fabric of America Fund to be used for instructional purposes at Tynes Elementary School.
22. Check in the amount of \$100 from Schools First Federal Credit Union to be used where needed at Valencia High School.
23. Check in the amount of \$1,000 from The Capitol Group Companies Charitable Foundation in honor of Brian Harvey to be used for the computer lab at Van Buren Elementary School.
24. Check in the amount of \$150 from Thomas Newcomer to be used for instructional purposes at Van Buren Elementary School.

CLASSIFIED PERSONNEL REPORT

<u>Retirement</u>	<u>Position</u>	<u>Site</u>	<u>Effec. Date</u>
Patti Holmes	Clerk I	Esperanza	07/10/10
Richard Philippi	Director	Maint. & Oper.	07/01/10

<u>Resignation</u>	<u>Position</u>	<u>Effec. Date</u>
Kerri Cavish	Spec. Ed. Aide III	06/18/10
Patricia Hindman	Spec. Ed. Aide II	04/24/10
Jered Robinson	Spec. Ed. Aide II	04/22/10

<u>Leave of Absence</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effec. Dates</u>
Sharon Diaz	Spec. Ed. Aide II	Van Buren	Ext. Leave	04/14/10-09/07/10
Maryam Mirzaee Ghomi	Child Care Tch. I	Wagner	Fam. Illness	05/19/10-09/03/10

<u>New Employment</u>	<u>Position</u>	<u>Site</u>	<u>Effec. Date</u>
Martha Delgadillo	Bil. Clerk I	Topaz	03/29/10
Fiona McCarthy	Spec. Ed. Aide II	Tynes	04/19/10
Pamela Reichenecker	Handicap Technician	Tuffree	04/14/10

<u>Short Term</u>	<u>Position</u>	<u>NTE Hours</u>	<u>Site</u>	<u>Effec. Dates</u>
Daniel Aguilera	Custodial	8	Kraemer	03/23/10-06/30/10
Noelle Aguirre	AVID Tutor	133	Valencia	02/01/10-06/30/10
Elizabeth Albuja	Spec. Ed. Aide II	100	Spec. Ed.	03/16/10-06/30/10
Maria Alvarado	Lang. Dev. Aide	60	Ed. Svs.	05/03/10-06/18/10
Jacqueline Ball	Noon Supv.		Travis Ranch	04/16/10-06/17/10
Linda Buehler (2)	Read. Clin. Aide III	125	Mabel Paine	03/22/10-06/17/10
Charlotte Buss	Lead Academy Tutor	10	Melrose	04/19/10-06/18/10
Maggie Carrigan	Spec. Ed. Aide III	70	Spec. Ed.	04/15/10-06/17/10
Jessica Chan	Bil. Clerk	15	Valadez	03/31/10-04/19/10
Christina Chavez	Bil. Clerk I	8	Valadez	03/31/10-04/19/10
Pamela Chiang	Noon Supv.		Lakeview	03/26/10-06/17/10
Rebecca Cruz	Spec. Ed. Aide III	3	Tynes	03/15/10-03/15/10
Laura Dame	Noon Supv.		Lakeview	03/25/10-06/17/10
Patricia Espinoza	Bil. Clerk II	60	Ed. Svs.	05/03/10-06/18/10
Gabriela Fernandez	Bil. Clerk I	80	Ruby/Melrose	02/01/10-06/30/10
Gabriela Fernandez	Comm. Liaison	80	Melrose	03/15/10-06/30/10
Precious Germaine	Lib/Media Clerk	12	YLHS	04/01/10-04/30/10
Sandra Gutierrez (2)	Bil. Spec. Ed. Aide I	20	Topaz	03/29/10-06/17/10
Lynn Guy	Clerk I	10	Valencia	04/01/10-06/30/10
Gloria Hebert	Clerk I	15	Tuffree	04/19/10-06/30/10
Sharon Hutchinson (2)	Read. Clin. Aide III	125	Brookhaven	03/22/10-06/17/10
Suzanne Kammer	Spec. Ed. Aide III	25	Fairmont	04/19/10-06/17/10
Joanne Keating-Velasco	Spec. Ed. Aide II	50	George Key	02/08/10-06/17/10
Stacy Kistler	Spec. Ed. Aide I	5	Rose Drive	03/17/10-06/17/10
Shellie Lee	Noon Supv.		Travis Ranch	04/20/10-06/17/10
Alfonso Lopez	Bil. Aide	50	Rio Vista	04/19/10-06/18/10
Pedro Luna	Custodial	8	Kraemer	03/23/10-06/30/10
Helen Magana	Bil. Health Clerk	8	Melrose	04/20/10-05/31/10
Christian Marroquin	Custodian	240	Various	03/16/10-06/30/10
Alberto Martinez Garcia	Custodian	240	Various	03/16/10-06/30/10
Dena Mavritsakis	Health Clerk	30	George Key	03/19/10-06/17/10
Emily Murphy	Spec. Ed. Aide II	55	George Key	03/18/10-06/17/10

<u>Short Term</u>	<u>Position</u>	<u>NTE Hours</u>	<u>Site</u>	<u>Effec. Dates (Cont'd)</u>
Joseph Olea	Maintenance	80	Various	03/16/10-06/30/10
Christian Ortiz	Custodian	240	Various	03/16/10-06/30/10
Lorena Perfecto	Bil. Att. Clerk	4	Tuffree	04/20/10-06/17/10
Lorena Perfecto	Summer Secty I	144	Tuffree	05/28/10-08/01/10
Kathy Quental	Spec. Ed Aide II	15	George Key	03/25/10-06/17/10
Sylvia Ramirez-Cuesta	Bil. School Read	30	Ed. Svs.	03/01/10-06/30/10
Blanca Raya	Bil. Comm. Liaison	100	Ed. Svs.	03/01/10-06/30/10
Maricela Reyes	Bil. Clerk II	60	Ed. Svs.	05/03/10-06/18/10
Sergio Rios	Spec. Ed. Aide II	8	Esperanza	11/09/09-11/10/09
Martina Sandoval	Lang. Dev. Asst.	60	Ed. Svs.	05/02/10-06/18/10
Susan Swinfard	Bil. Clerk I	12	Melrose	04/20/10-05/31/10
Aylsa Tanco	Spec. Ed. Aide II	51	Ruby Drive	02/16/10-06/17/10
Karen Tapia	Spec. Ed. Aide III	25	Tynes	03/22/10-06/17/10
Traci Taylor	Spec. Ed. Aide III	30	Tynes	04/15/10-06/17/10
Kelley Tennis-Flores	Bil. Comm. Liaison	100	Ed. Svs.	03/01/10-06/30/10
Terry Tolmasoff	HVAC Mechanic		Maintenance	02/08/10-06/30/10
Francy Verdi	Spec. Ed. Aide I	60	Travis Ranch	04/13/10-06/17/10
Corrine Young	Comp. Operator	104	Technology	04/01/10-06/30/10
Michele Zaldin	Finance Clerk	120	Valencia	01/01/10-06/30/10
Erica Zapien	Bil. Lib/Media Tech.	25	Melrose	04/19/10-06/18/10

<u>Substitutes</u>	<u>Position</u>	<u>Site</u>	<u>Effec. Date</u>
Amber Alejos	Food Svs. Worker	Food Svs.	03/22/10
Mariela Ayllon	Bil. Inst. Aide	Kraemer	05/03/10
Jacqueline Ball	Noon Supv.	Travis Ranch	04/16/10
Selina Brittain	Health Clerk	El Dorado	03/17/10
Jessica Chan	Bil. Clerk	Valadez	03/31/10
Christina Chavez	Bil. Clerk	Valadez	03/31/10
Pamela Chiang	Noon Supv.	Lakeview	03/26/10
Jenny Dalberg	Noon Supv.	Glenview	03/29/10
Laura Dame	Noon Supv.	Lakeview	03/24/10
Teresa Eckart	Secretary	Golden	04/16/10
Elena Espinoza de Esquivel	Noon Supv.	Melrose	04/13/10
Anita Etcheagaray	Secretary	Golden	04/16/10
Leticia Fierro	Bil. Inst. Aide	El Dorado	03/29/10
Yvette Giordano	Noon Supv.	Rose Drive	04/13/10
Shellie Lee	Noon Supv.	Travis Ranch	04/19/10
Gail Lofdahl	Inst. Aide	Lakeview	04/23/10
Helen Magana (2)	Bil. Clerk	Valadez	03/01/10
Nidia Martinez	Child Care Aide	Ed. Svs.	04/13/10
Susan Mc Adam	Clerk II	Bryant Ranch	03/11/10
Marlisa Montag	Clerk I	Glenknoll	04/21/10
Sustiana Mudarsih	Noon Supv.	Tynes	03/25/10
Ruth Panzino	Sch. Secty II, Att. Clk., Clk II	Tuffree	04/20/10
Emma Patino	Bil. Spec. Ed. Aide II	Spec. Ed.	03/03/10
Devon Pippin	Noon Supv.	Sierra Vista	04/13/10
Shilpa Sawant	Noon Supv.	Glenknoll	04/19/10
Christine Schiebeck	School Secretary	Golden	04/16/10
Kira Schmitt	Spec. Ed. Aide I & II	Spec. Ed.	03/08/10
Nancy Slagle-Cessna	Health Clerk	Esperanza	03/17/10

<u>Substitutes</u>	<u>Position</u>	<u>Site</u>	<u>Effec. Date (Cont'd)</u>
Traci Taylor	Spec. Ed. Aide I, II, & III	Spec. Ed.	04/15/10
Lilly Weissenbach	Spec. Ed. Aide I, & II	Spec. Ed.	01/19/10
Amy Yalda	Noon Supv.	Lakeview	04/08/10
Angela Young	Speech/Lang Path. Asst.	Spec. Ed.	04/13/10

<u>Stipends</u>	<u>Position</u>	<u>Site</u>	<u>Effec. Dates</u>
Kehli Bowen	Men's/Women's Golf	Valencia	08/16/09-05/14/10
Matt Durfour	Asst. Baseball	Esperanza	02/13/10-03/13/10
Don Gallaher	Colorguard	Valencia	08/01/09-05/30/10
Scott Hudson	Enrichment Summer Prg.	Tuffree	06/01/10-08/01/10
Ashley Johnson	Asst. Softball	Esperanza	02/27/10-05/14/10
Jay Mericle	Asst. Women's Swim	Esperanza	03/01/10-05/07/10
Nick Milan	Asst. Baseball	YLHS	02/27/10-05/14/10
Michelle Munoz	Asst. Women's Water polo & Swimming	Valencia	11/16/09-05/07/10
Stephen Pfeifer	Instrumental Music	Travis Ranch	03/01/10-06/18/10
David Quintero	Asst. Football & Wrestling	Valencia	09/04/09-02/12/10
Gary Remigio	Asst. Men's Basketball & Baseball	Valencia	11/16/09-05/14/10
Bradd Runge	Asst. Football & Baseball	Valencia	09/04/09-05/14/10
Will Stanley	Asst. Volleyball	Valencia	09/04/09-05/07/10

<u>Stipends</u>	<u>Position</u>	<u>Site</u>	<u>Effec. Dates (Cont'd)</u>
Albert Verdun	Asst. Baseball	Esperanza	02/13/10-03/13/10
Royce Watanabe	Asst. Football & Softball	Valencia	09/04/09-05/14/10
Courtney Weckerle	Asst. Women's Lacrosse	Esperanza	03/25/10-05/14/10

Child Care Program; Child Care Teacher I; Student Mother Program Aide, All Sites, Short Term: NTE 250 Hrs., Substitute, NTE 8 Hrs., All Sites, 07/01/09-06/30/10

Demi Campbell
Alexander Hearne
Zeandra Peterson-Leos
Samantha Waterhouse
Christi Withrow

CERTIFICATED PERSONNEL REPORTResignation

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Denise Behle	Teacher	Morse	06/19/10
Louis D. Vayo	Substitute Teacher	Personnel	04/26/10

Leaves of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Huong Chang	Teacher	George Key	PDL/FMLA	05/22/10-06/18/10
Sarah Herman	Teacher	Tuffree	PDL/FMLA	05/17/10-06/18/10
Marta Lastelic-Thomas	Teacher	Travis Ranch	PDL/FMLA	05/15/10-06/18/10

New Employment

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Dalisa Krauss	Music Teacher	Travis Ranch	04/23/10-06/18/10
Rae Lynn Nelson	Psychologist	Spec. Ed.	05/01/10-06/30/10

Employ, Part-time, 2010-2011 School Year

<u>Employee</u>	<u>Percentage</u>
Wendy Chastain	50%
Tracy Chung	50%
Valerie Coulombe	50%
Amy Huhn	50%
Denice Jennison	50%
Erin Kilbarger	50%
Amy Livergood	50%
Sarah Olson	50%

Hourly Positions

Educational Services, Home/Hospital Teachers, \$27/Hr., Prep., \$25/Hr., 04/19/10-06/17/10
Candace Thompson

Summer School Assignments

Educational Services, Enrichment Summer School, \$30/Hr., NTE 5 Hrs/Day, NTE 19 Days, \$25/Hr., Prep., NTE 8 Hrs., 06/01/10-08/01/10

Employee

Megan Arthurton
Angelina Avila-Perez
Stephanie Busch-Brock
Carol Duralde
Janmarie Halliday
Patricia Holt
Teiko Ikemoto
Karen Keenan
Wendy Lowry
Lynn Magnin
Robert McLeish
Steve Nakanishi
Rebecca Nam

Summer School Assignments

Educational Services, Enrichment Summer School, \$30/Hr., NTE 5 Hrs/Day, NTE 19 Days, \$25/Hr., Prep., NTE 8 Hrs., 06/01/10-08/01/10 (Cont'd)

Employee

Brendan Newberry
 Hanh Nguyen
 Cynde Riley
 Rosemary Taylor
 Martha Tripp
 Bob Wilson
 Michael Young

Educational Services, Enrichment Summer School Substitute, \$30/Hr., NTE 19 Days, 06/01/10-08/01/10

Employee

Elaine Hudson
 Cynthia Riley

Educational Services, Enrichment Summer School Principal, Step 1-Elem. Principal Salary Schedule, NTE 19 Days, 05/28/10-08/01/10

Employee

Site

Karen Sieper Tuffree

Educational Services, Enrichment Summer School Principal, Prep., \$64.75/Hr., NTE 30 Hrs., 05/28/10-08/01/10

Employee

Site

Karen Sieper Tuffree

Extra Duty Assignments

<u>Employee</u>	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly. Rate</u>	<u>Hours</u>	<u>Effec. Dates</u>
Tracy Chung	Ed. Svs.	Staff Dev.	\$25	8	05/24/10-05/27/10
Tracy Chung	Woodsboro	GATE Prg. Dev.	\$25	25	04/21/10-06/30/10
Sharon Farrell	YLHS	Curr. Dev.	\$25	12	03/01/10-04/01/10
Fred Jenkins	Valencia	PLATO Program	\$27	50	03/01/10-06/17/10
Teresa Krueger	Wagner	Preschool Goals	\$25	10	04/21/10-06/30/10
Noelle Lopez	Ruby Dr.	SI Coordinator	\$25	35	09/08/09-06/30/10
Veronica Luna	Ruby Dr.	Kinder & ELD	\$27		03/22/10-06/17/10
Michelle Steuber	Adult Ed.	CAHSEE Test	\$27	20	05/11/10-05/12/10
Scott Sundstrom	Topaz	Student Support	\$27	100	04/01/10-06/17/10
Sofia Vander Kooy	Ruby Dr.	Curr. Planning	\$25	120	06/21/10-08/31/10

Educational Services, Counseling, McKinney Vento, \$35/Hr., 03/29/10-06/11/10

Employee

Hours

Kimberly Houg 15
 Paul Juarez 40
 Yvette Kettering 30

Educational Services, ELL Tutoring, \$27/Hr., NTE 12 Hrs., 04/15/10-06/11/10

Employee

Thelma Gandara-Tatar
 Anna Schenck

Educational Services, School Plan Writing, \$25/Hr., 07/01/09-06/30/10

<u>Employee</u>	<u>Hours</u>
Shari Anderson	5
Cozette Pettitt	2
Paige Ware	3
Amanda Wolf	5
Brian Wolf	5

Personnel Services, Employee T.B. Testing, \$25/Hr., 04/01/10-06/01/10

<u>Employee</u>	<u>Hours</u>
Suzanne Afram	12
Michelle De Haven	15
Carol Edkins	15
Lori Kaddoura	9
Patricia Nitzel	9

Ruby Drive Elem., ELD/Lang. Arts/Math Planning, \$25/Hr., NTE 20 Hrs., 06/22/10-06/30/10

Ligia Alvarado-Stowell
 Katherine Davidson-Burrows
 Carol Carson
 Gloria Cohen

Ruby Drive Elem., ELD/Lang. Arts/Math Planning, \$25/Hr., NTE 20 Hrs., 06/22/10-06/30/10 (Cont'd)

Shealee Dunavan
 Inge Eppink
 Deanne Hoff
 Noelle Lopez
 Rodrigo Martinez
 Julie Pak
 Diana Robbins
 Patricia Soto
 Eva Cecilia Ybarra

Stipends

Coaching

<u>Employee</u>	<u>Site</u>	<u>Sport</u>	<u>Amount</u>	<u>Effect. Dates</u>
Donald Bladow	El Dorado	Football	\$1000.00	01/25/10-04/30/10 *
Kurt Kersten	Esperanza	Head Women's Basketball	\$250.00	11/23/09-02/12/10
Mark Lovein	Esperanza	Men's Volleyball	\$2000.00	02/27/10-05/05/10 *
Rich Medellin	Esperanza	Head Track	\$250.00	03/01/10-05/07/10
Shawn Racobs	El Dorado	Head Football	\$4000.00	01/25/10-04/30/10 *

Substitutes

Heather Creelman
 Marlene Limon
 Kristen Mackin
 Elaine Robinson
 Mary Tang
 Desiree Walburn

* Reimbursements

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

Resolution No. 56
Classified School Employees' Week

WHEREAS, classified school employees are extraordinary workers who provide essential services and contribute to the everyday operations of our schools; and

WHEREAS, classified school employees are often the first faces who greet visitors to our school district; and

WHEREAS, classified employees are hardworking, dedicated professionals, many of whom are often "behind the scenes" keeping our operations running smoothly; and

WHEREAS, classified employees are extraordinary individuals who strive for excellence and are important members of our Placentia-Yorba Linda Unified School District team;

Now, therefore, be it resolved that the Placentia-Yorba Linda Unified School District Board of Education designates the week of May 16-22 as "Classified School Employees Week." The Board encourages the community to thank each and every one of our classified employees for being extraordinary workers who provide essential work and make the PYLUSD an enjoyable place to go to school.

Ayes: Carol Downey, Janice Wagner, Eric Padget, Karin Freeman, Kim Palmer
Noes: None
Absent: None

State of California)
)
County of Orange)

Approved by the Governing Board of the Placentia-Yorba Linda Unified School District on May 11, 2010.

Carol Downey
President, Board of Education

Dennis M. Smith, Ed.D.
Secretary, Board of Education

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

Resolution No. 57
School Nurses' Day Resolution 2010

WHEREAS, all students have a right to have their health needs safely met while in the school setting;
and

WHEREAS, children today face more complex and life-threatening health problems requiring care in school; and

WHEREAS, school nurses are professional nurses who advance the well-being, academic success, and life-long achievements of all students by providing a critical safety net for our nation's most fragile children; and

WHEREAS, school nurses act as a liaison to the school community, parents, and health care providers on behalf of children's health; and

WHEREAS, school nurses support the health and educational success of children and youth by developing and providing programs and leadership; and

WHEREAS, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day.

NOW, THEREFORE, BE IT RESOLVED that the Placentia-Yorba Unified School District Board of Education celebrates May 12, 2010, as National School Nurses' Day. The Board encourages the community to join in the celebration and acknowledge the accomplishments of school nurses everywhere.

Ayes: Carol Downey, Janice Wagner, Eric Padget, Karin Freeman, Kim Palmer
Noes: None
Absent: None

State of California)
)
County of Orange)

Approved by the Governing Board of the Placentia-Yorba Linda Unified School District on May 11, 2010.

Carol Downey
President, Board of Education

Dennis M. Smith, Ed.D.
Secretary, Board of Education

RESOLUTION NO. 53**RESOLUTION OF THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF DIRECT-PAY QUALIFIED SCHOOL CONSTRUCTION BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000,000 AND APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, a special bond election was duly held in the Placentia-Yorba Linda Unified School District (the "District") on February 5, 2008, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting a bond measure to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the maximum aggregate principal amount of \$200,000,000, and more than 55% of the votes cast at said election were in favor of the issuance of the bonds; and

WHEREAS, \$134,993,547 of the bonds authorized by the bond measure have previously been issued, leaving \$65,006,453 unissued; and

WHEREAS, the American Recovery and Reinvestment Act of 2009 granted a national allocation of \$11 billion to provide for the issuance of qualified school construction bonds ("Qualified School Construction Bonds"), in accordance with the qualified tax credit bond program set forth in Section 54A of the Internal Revenue Code of 1986, as amended (the "Tax Code"), and the District has received an allocation to issue Qualified School Construction Bonds in the aggregate principal amount of not to exceed \$25,000,000; and

WHEREAS, the Board of Education of the District has previously adopted its Resolution No. 14 on September 15, 2009, authorizing the issuance of a series of general obligation bonds in the aggregate principal amount of not to exceed \$25,000,000, constituting the Qualified School Construction Bonds; and

WHEREAS, following the adoption of said Resolution, the American Recovery and Reinvestment Act of 2009 was amended to permit the issuance of Qualified School Construction Bonds in the form of direct-pay taxable bonds rather than in the form of tax credit bonds, and the Board of Education of the District has been advised that it is in the best interests of the District to issue the Qualified School Construction Bonds in the form of direct-pay taxable bonds; and

WHEREAS, the Board of Education of the District is authorized to provide for the issuance and sale of such bonds on behalf of the District under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, the District wishes at this time to initiate proceedings for the issuance and sale of a series of Bonds under the Bond Law in the form of taxable direct-pay Qualified School Construction Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AS FOLLOWS:

ARTICLE I**DEFINITIONS; AUTHORITY**

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Authorized Investments” means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District.

“Available Project Proceeds” means (i) the proceeds from the sale of the Bonds, (ii) less costs of issuing the Bonds paid from proceeds of the sale of the Bonds (not exceeding 2% of the proceeds of the sale thereof), plus (iii) investment earnings on the difference between (i) - (ii).

“Board” means the Board of Education of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Measure” means the measure submitted to, and approved by more than 55% of the voters under which the issuance of the Bonds has been authorized.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, relating to the purchase of the Bonds by the Underwriter.

“Bond Subsidy Payments” means, with respect to the Bonds, the amounts which are payable by the Federal government under Section 6431 of the Tax Code, which the District has elected to receive under Section 54AA(g)(1) of the Tax Code.

“Bonds” means the not to exceed \$25,000,000 aggregate principal amount of general obligation bonds authorized and at any time Outstanding under this Resolution.

“Building Fund” means the fund established and held by the County under Section 3.04.

“Closing Date” means the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly reimbursable to the District relating to the issuance and delivery of the Bonds and, at the election of the District, relating to the issuance and delivery of the Qualified School Construction Bonds. Costs of Issuance includes, but is not limited to, filing costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, and other professional consultant fees, costs of obtaining credit ratings, municipal bond insurance premiums, and charges and fees in connection with the foregoing.

“County” means the County of Orange, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Treasurer-Tax Collector of the County, or any authorized deputy thereof.

“Debt Service Fund” means the fund by that name established and held by the County Treasurer under Section 4.05.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Placentia-Yorba Linda Unified School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the Superintendent, the Chief Business Official or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Education Code” means the Education Code of the State of California as in effect on the date of adoption hereof and as amended hereafter.

“Expenditure Period” means the “expenditure period” defined in Section 54A(d)(2)(B)(ii) of the Tax Code and consists of the period beginning on the date of issuance of the Bonds and ending on the later of the date which is three years after the date of such issuance or such later date, if any, as permitted by the Internal Revenue Service in response to a request to extend the Expenditure Period.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations issued by any agency or department of the United States which are secured, directly or indirectly, by the full faith and credit of the United States.

“Interest Payment Dates” means the dates set forth in the Bond Purchase Agreement upon which interest on the Bonds is due and payable.

“Mandatory Sinking Fund Payments” means the schedule of deposits which are required to be made into the Sinking Fund in each Fiscal Year during the term of the Bonds, as set forth in the Bond Purchase Agreement.

“Office” means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the District and the County.

“Outstanding,” when used as of any particular time with reference to Bonds, means all Bonds except (a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Bonds in lieu of or in substitution for which other Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books.

“Paying Agent” means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

“Qualified Purposes” means the construction, rehabilitation, or repair of a public school facility or for the acquisition of land on which such a facility is to be constructed with part of the Available Project Proceeds as described in Section 54F(a)(1) of the Tax Code. Expenditures for costs of acquisition of equipment to be used in such portion of the public school facility that that is being constructed, rehabilitated, or repaired with proceeds of the Bonds constitute a Qualified Purpose.

“Record Date” means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and transfer of the Bonds under Section 2.08.

“Required Sinking Fund Balance” means, as of any date, the aggregate amount of all Mandatory Sinking Fund Payments which are required to be on deposit in the Sinking Fund as of that date.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Sinking Fund” means the fund by that name established and held by the County Treasurer under Section 4.06.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means George K. Baum & Company, the original purchaser of the Bonds upon the negotiated sale thereof.

“Written Request of the District” means an instrument in writing signed by a District Representative.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Bonds under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to finance school facilities in accordance with the Bond Measure and to pay Costs of Issuance. The aggregate principal amount of the Bonds, together with the aggregate principal amount of the Qualified School Construction Bonds which are issued, shall not exceed \$25,000,000. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and premium, if any, on all Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

The Bonds shall be designated the "Placentia-Yorba Linda Unified School District (San Mateo County, California) Taxable Direct-Pay Qualified School Construction General Obligation Bonds, 2008 Election, Series Q".

SECTION 2.02. *Terms of Bonds.*

(a) Form; Numbering. The Bonds shall be issued as fully registered Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Bonds maturing in the year of maturity of the Bond for which the denomination is specified. Bonds shall be lettered and numbered as the Paying Agent may prescribe.

(b) Date of Bonds. The Bonds shall be dated as of the Closing Date.

(c) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers do not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Maturities. The Bonds shall mature on the dates and in the principal amounts as set forth in the Bond Purchase Agreement, provided that the final maturity of the Bonds shall be not later than

the final date allowed for Qualified School Construction Bonds under the application provisions of the Tax Code.

(e) Interest. The Bonds shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates to be determined upon the sale thereof, as set forth in the Bond Purchase Agreement. Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated on or before the first Record Date, in which event it will bear interest from the dated date of the Bonds; *provided, however*, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(f) Payment. Interest on the Bonds (including the final interest payment upon maturity or redemption) is payable by check of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Bonds shall be paid on the succeeding Interest Payment Date to such account as shall be specified in such written request. Principal of and premium (if any) on the Bonds are payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

SECTION 2.03. *Redemption.*

(a) Optional Redemption. The Bonds may be made subject to optional redemption prior to maturity, if and to the extent set forth in the Bond Purchase Agreement.

(b) Extraordinary Mandatory Redemption. In the event and to the extent that the District fails to expend all of the proceeds of the Bonds within the Expenditure Period, the Bonds shall be subject to extraordinary mandatory redemption on any date which is not more than 90 days following the Expenditure Period, at a redemption price equal to 100% of the principal amount of the Outstanding Bonds to be redeemed, together with interest accrued thereon to the redemption date, without premium. The redemption price of any Bonds to be redeemed under this subsection (b) shall be payable solely from the amounts held by the County Treasurer in the Building Fund at the expiration of the Expenditure Period; except that accrued interest on the Bonds to be redeemed shall be payable from amounts held by the County Treasurer in the Debt Service Fund.

(c) Term Bond Redemption. In the event and to the extent set forth in the Bond Purchase Agreement, any one or more maturities of the Bonds may be designated as term bonds which are subject to mandatory redemption on such dates and in such principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount of the Outstanding Bonds to be redeemed, together with interest accrued thereon to the redemption date, without premium.

(d) Selection of Bonds for Redemption. Whenever less than all of the Outstanding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond shall be deemed to consist of individual bonds of minimum authorized denominations each which may be separately redeemed.

(e) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board. Such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice shall not affect the validity of the proceedings for the redemption of such Bonds. In addition, notice of redemption shall be given by telecopy or certified, registered or overnight mail to each of the Securities Depositories at least two days prior to such mailing to the Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the serial numbers of the Bonds to be redeemed by giving the individual number of each Bond or by stating that all Bonds between two stated numbers, both inclusive, or by stating that all of the Bonds of one or more maturities have been called for redemption, and shall require that such Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Upon surrender of Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the aggregate principal amount of the unredeemed portion of the Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Bonds so called for redemption have been duly provided, such Bonds shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice. The Paying Agent shall cancel all Bonds redeemed under this Section 2.03 and file a certificate or other evidence of such cancellation with the District.

SECTION 2.04. *Form of Bonds*. The Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Bonds*. The Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary of the Board, and the seal of the Board shall be reproduced thereon. No Bond is valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent.

The Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Bond Purchase Agreement.

Only those Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, are valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Bonds.* Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Bond issued upon any transfer.

Whenever any Bond or Bonds is surrendered for transfer, the District will execute and the Paying Agent will authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. No transfers of Bonds are required to be made (a) during the period established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Bonds.* Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Bond issued upon any exchange (except in the case of any exchange of temporary Bonds for definitive Bonds). No exchanges of Bonds are required to be made (a) during the period established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond which has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Bonds on the Registration Books.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Bonds, and the Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Bonds in the full aggregate principal amount of the Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Bonds. The District shall cause to be paid all principal and interest with respect to the Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Bonds. In such event, the District shall issue, transfer and exchange Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District

shall be obligated to deliver Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Bonds evidencing the Bonds to any Depository System Participant having Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Bonds.

ARTICLE III

SALE OF BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Sale of Bonds.* Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Bonds to the Underwriter. The Bonds shall be sold to the Underwriter under the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board, together with any changes thereto which are approved by a District Representative, whose execution thereof shall be conclusive evidence of the approval of such changes. The Underwriter's discount shall not exceed 1.10% of the aggregate principal amount of the Bonds sold thereunder, and the rate of interest on the Bonds shall not exceed the legal limit.

Notwithstanding the foregoing provisions of this Resolution, any of the terms of the Bonds may be established or modified by the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

SECTION 3.02. *Approval of Official Statement.* The Board hereby approves the Preliminary Official Statement describing the Bonds in the form on file with the Clerk of the Board, and hereby directs a District Representative to approve additions and corrections thereto as required to cause the Preliminary Official Statement to be deemed nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934. A District Representative is hereby authorized, at the request of the Underwriter, to execute an appropriate certificate affirming his or her determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. Distribution of the Preliminary Official Statement by the Underwriter is hereby approved. The Final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

SECTION 3.03. *Application of Proceeds of Sale of Bonds.* The proceeds received from the sale of the Bonds shall be applied on the Closing Date as follows:

- (a) The amount of premium (if any) received by the County Treasurer upon the sale of the Bonds shall be deposited in the Debt Service Fund.
- (b) The remainder of such proceeds shall be deposited by the County Treasurer in the Building Fund.

SECTION 3.04. *Building Fund.* The Board hereby directs the County to establish, hold and maintain a fund to be known as the "2008 Election, Series Q Building Fund" to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. The proceeds from the sale of the Bonds, to the extent required under Section 3.03(b), shall be

deposited in and credited to the Building Fund. Amounts on deposit in the Building Fund shall be expended by the District solely for the purposes for which the Bond proceeds are authorized to be expended under the Ballot Measure, and for purposes which are authorized for the expenditure of Qualified School Construction Bonds under the Tax Code. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof.

Upon the expiration of the Expenditure Period, all amounts remaining on deposit in the Building Fund shall be withdrawn therefrom and applied to the extraordinary mandatory redemption of the Bonds under Section 2.03(b).

SECTION 3.05. *Taxable Status of the Bonds.* The Board has determined that interest payable on the Bonds will be subject to federal income taxation, and that the provisions of Section 5900 et seq. of the California Government Code apply to the Bonds. At the determination of the Superintendent that it would be in the best interests of the District to exercise any of the powers granted to it under the such provisions, the District may take any action permitted thereunder whether or not such action is otherwise authorized under this Resolution or conflicts with any other provision of this Resolution.

SECTION 3.06. *Official Actions.* The President of the Board, the Superintendent, the Chief Business Official, the Clerk of the Board and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE BONDS; PAYMENT OF DEBT SERVICE

SECTION 4.01. *Security for the Bonds.* The Bonds are general obligation bonds of the District, and the Board of Supervisors of the County has the power to levy ad valorem taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Bonds and the interest thereon, in accordance with and subject to Sections 15250 and 15252 of the Education Code.

SECTION 4.02. *Schedule of Mandatory Sinking Fund Payments.* In order to provide for the payment of the Bonds at maturity, the Board hereby authorizes a District Representative to determine a schedule of Mandatory Sinking Fund Payments for the Bonds. The aggregate amount of all such Mandatory Sinking Fund Payments shall be calculated to be sufficient to pay the principal amount of the Bonds when due. The final schedule of Mandatory Sinking Fund Payments shall be set forth in the Bond Purchase Agreement.

SECTION 4.03. *Pledge and Application of Bond Subsidy Payments.* The Bonds are further secured by and payable from the Bond Subsidy Payments. Promptly upon receipt of any Bond Subsidy Payments, the District shall cause such Bond Subsidy Payments to be paid to the County Treasurer for deposit into the Debt Service Fund.

SECTION 4.04. *Levy of Ad Valorem Property Taxes for Payment of Bonds.* The Board hereby directs the County to levy ad valorem taxes without limitation as to rate or amount, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Bonds, including all annual Mandatory Sinking Fund Payments required to pay the principal of the Bonds at maturity or upon the prior redemption thereof, in conformity with the terms of the Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

In order to provide the benefits to the taxpayers of the District of the Bond Subsidy Payments and the investment of amounts on deposit in the Sinking Fund, the Board hereby directs the County to levy an amount of annual ad valorem taxes in each Fiscal Year which is sufficient, together with the amounts held in the Debt Service Fund at the time of such tax levy, to (a) pay interest coming due and payable on the Bonds prior to the receipt of the next tax levy, and (b) cause the balance on deposit in the Sinking Fund to equal the Required Sinking Fund Balance as of the date prior to the receipt of the next tax levy.

SECTION 4.05. *Debt Service Fund.* The Board hereby directs the County to establish, hold and maintain a fund to be known as the "2008 Election, Series Q Debt Service Fund", to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of principal of and interest on the Bonds in accordance with this Resolution, including amounts levied to make Mandatory Sinking Fund Payments, shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy. In addition, the County shall deposit into the Debt Service Fund all Bond Subsidy Payments which are paid to the County. The Debt Service Fund is hereby pledged for the payment of the interest on the Bonds when due. Amounts in the Debt Service Fund, to the extent necessary to pay the interest on the Bonds when due, shall be transferred by the County to the Paying Agent as required. In addition, amounts on deposit in the Debt Service Fund shall be transferred to the Sinking Fund annually, on each date on which a Mandatory Sinking Fund Payment is due, in an amount required to cause the balance in the Sinking Fund to equal the Required Sinking Fund Balance.

Any moneys remaining in the Debt Service Fund after the Bonds have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District as provided in Section 15234 of the Bond Law. As provided in Section 15232 of the Bond Law, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Bonds elsewhere than at the office of the County Treasurer, and all such amounts shall be collected as additional ad valorem property taxes levied in accordance with Section 4.04.

SECTION 4.06. *Sinking Fund.* The Board hereby directs the County to establish, hold and maintain a fund to be known as the "2008 Election, Series Q Sinking Fund", to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. An amount equal to the Required Sinking Fund Balance shall be maintained on deposit in the Sinking Fund at all times. The Sinking Fund is hereby pledged for the payment of the principal of the Bonds when due, including the principal coming due and payable on the mandatory redemption of any Bonds under Section 2.03(c). Amounts in the Sinking Fund, to the extent necessary to pay the principal of the Bonds when due, shall be transferred by the County to the Paying Agent as required. The Sinking Fund constitutes a reserve fund for the Bonds and will be maintained in accordance with Section 5.04(l).

SECTION 4.07. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder shall be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Notwithstanding the foregoing, investment of amounts in the Sinking Fund shall be made in accordance with Section 5.04(l). Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part

of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be retained in the fund or account from which such investment was made, and shall be expended for the purposes thereof.

The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section 4.07, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board will direct the County to levy ad valorem taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Bonds, including all Mandatory Sinking Fund Payments, in conformity with the terms of the Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statement.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Bond Owners.* The District will preserve and protect the security of the Bonds and the rights of the Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Bonds by the District, the Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.* In order to provide assurances that the Bonds will constitute Qualified School Construction Bonds at all times during the term thereof, the District hereby makes the following covenants:

- (a) Allocation of State QSCB Limitation. The District has received an allocation of qualified school construction bond authority for calendar year 2009 in the amount of \$25,000,000 from the Division Director of the School Facilities Planning Division of the State Superintendent of Public Instruction, included in the transcript for the Bonds.

- (b) Designation of Bonds as Qualified School Construction Bonds. The District hereby designates the Bonds as Qualified School Construction Bonds for purposes of Section 54F(a)(3) of the Tax Code. The District also hereby irrevocably elects to apply the provisions of Section 6431(f) of the Tax Code to the Bonds and intends that the Bonds be treated as specified tax credit bonds within the meaning of Section 6431(f)(2) of the Tax Code. It is the intent of the District that the Bonds be eligible for direct payment from the United States Department of Treasury of an amount equal to the tax credit.
- (c) Filing of Forms To Receive Bond Subsidy Payments. The District (or the Paying Agent, if appointed in writing by the District) will, within the 45-day period beginning on the date that is 90 days before the next Interest Payment Date, file Form 8038-CP or any successor form designated by the federal government, requesting payment of the Bond Subsidy Payments with respect to the next interest payment on the Bonds. If the Paying Agent is appointed to assist the District by completing and submitting form 8038-CP, the District agrees to enter into at the time of such appointment an agreement between the Paying Agent and the District providing for such services.
- (d) Qualified Issuer. The District is a local government entity qualified to issue the Bonds under Section 54F(a)(2) of the Tax Code. The District has established and currently operates the various public school sites with respect to which the Available Project Proceeds will be spent.
- (e) Qualified School Construction Project. The District shall assure that all of the Available Project Proceeds will be used for Qualified Purposes in accordance with Section 54F(a)(1) of the Tax Code.
- (f) Compliance with Expenditure Period Limitations. The District reasonably expects to expend all of the Available Project Proceeds for Qualified Purposes within the Expenditure Period. To the extent that less than 100% of the Available Project Proceeds are expended for Qualified Purposes by the end of the Expenditure Period, all nonqualified bonds (as determined under Section 142 of the Tax Code) shall be redeemed within 90 days of the end of the Expenditure Period, in accordance with the requirements of Section 54A(d)(2)(B) of the Tax Code in the time and manner prescribed by the Tax Code.
- (g) Binding Commitment to Spend Available Project Proceeds. The District will, within six months of the Closing Date, enter into a substantial binding obligation to a third party to spend at least 10% of the Available Project Proceeds for Qualified Purposes.
- (h) Financing Capital Expenditures, No Working Capital. All Available Project Proceeds will be spent on capital expenditures with a reasonably expected economic life of one year or more.
- (i) Limitation on Issuance Costs. No proceeds of the Bonds and investment earnings thereon, in an amount in excess of 2% of the proceeds of the sale of the Bonds, will be used to pay costs of issuing of the Bonds. If the fees of the Underwriter are retained as a discount on the purchase of the Bonds, such retention shall be deemed to be an expenditure of proceeds of the Bonds for said fees.

- (j) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent, the County Treasurer or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code as modified by Section 54A(d)(4) of the Tax Code.
- (k) Rebate Compliance. The District shall take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds. For purposes of this paragraph, investments of Available Project Proceeds during the Expenditure Period are deemed to comply with the requirements and limitations of Section 148 of the Tax Code.
- (l) Limitation on Reserve Funds. No fund the proceeds of which are pledged to, or are reasonably expected to be used directly or indirectly to pay, principal or interest on the Bonds or are reserved or otherwise set aside such that there is a reasonable assurance that such amounts will be available to pay principal or interest on the Bonds will be funded with respect to the Bonds except as follows: (i) the fund is funded at a rate not more rapid than equal annual installments, (ii) such fund is funded in a manner reasonably expected to result in an amount not greater than an amount necessary to repay the issue, and (iii) the yield on the fund is not greater than the rate determined under 54A(d)(5)(B) of the Code.
- (m) Prohibition on Financial Conflicts of Interest. The District hereby covenants and agrees to comply with all State and local law requirements governing conflicts of interest as such requirements may relate, directly or indirectly, to the Bonds. The District hereby covenants and agrees to comply with any conflict of interest rules prescribed by the IRS or United States Department of Treasury governing the appropriate Member of Congress, Federal, State, and local officials, and their spouses as such rules may apply to the Bonds.
- (m) Davis-Bacon Act Requirements. The District hereby covenants and agrees to comply with the wage rate requirements of Title 40, Subtitle II, Part A, Chapter 31, Subchapter IV of the United States Code as such requirements relate to the proceeds of the Bonds.

SECTION 5.05. *Continuing Disclosure*. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *Non-Liability of the County*. The Board hereby acknowledges that the County has not assisted the District, nor has it participated in any way, in (a) the selection of the Underwriter, Bond Counsel or financial advisor or (b) the structuring of the Bonds. In addition, the County has not approved the Official Statement, and the County does not assume any responsibility for the adequacy or accuracy of the statements contained therein.

Notwithstanding anything stated to the contrary in this Resolution, (a) the Bonds are not a debt of the County, including its Board, officers, officials, agents and employees, and the County, including its Board, officers, officials, agents and employees, has no obligation to repay the Bonds; (b) the Board's sole responsibilities hereunder are to levy a tax for the repayment of the Bonds, as provided in Sections 15140, 15146 and 15250, respectively, of the Education Code, and (i) neither the County, nor the Board, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in said Sections; (ii) the Bonds, including interest thereon, shall be payable solely from taxes levied by the Board pursuant to Section 15250 of the Education Code; and (iii) the County, including its Board, officers, officials, agents and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties under this Resolution.

SECTION 5.07. *Limited Duties of County; Indemnification.* The County, including its Board of Supervisors, officers, officials, agents and employees, shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of the District's default with respect to the repayment of the Bonds, including interest thereon, no implied covenants or obligations shall be read into this Resolution against the County, including its Board of Supervisors, officers, officials, agents and employees. The District hereby agrees to indemnify, defend and hold harmless the County, including its Board, officers and employees (the "Indemnified Parties"), against the payment of any and all liabilities, losses, costs and expenses (including attorneys fees and court costs), damages and claims which any Indemnified Parties may incur in the exercise and performance of its or their powers and duties under this Resolution which are not due to its or their negligence or bad faith. 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 5.08. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* U.S. Bank National Association is hereby appointed to act as Paying Agent for the Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the District by executing and delivering to the District a certificate or agreement to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or

trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

SECTION 6.02. *Paying Agent May Hold Bonds.* The Paying Agent may become the owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements in this Resolution and in the Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01. *Events of Default.* Any one or more of the following events constitute an event of default under this Resolution:

- (a) the failure by the District to pay the principal amount of the Bonds when due, or the failure to cause the balance on deposit in the Sinking Fund to equal the minimum amount required to be on deposit therein as provided in Article IV;
- (b) the failure by the District to pay any installment of interest on the Bonds when due;
- (c) the default by the District in the observance of any of the covenants, agreements or conditions on its part contained in this Resolution, in the District Resolution or in the Bonds, and the continuation of such default for a period of 30 days after written notice thereof has been given to a District Representative; or
- (d) the filing by the District of a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction approves a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the District or of the whole or any substantial part of its property.

SECTION 7.02. *Remedies of Bond Owners.* Upon the occurrence and during the continuation of any event of default, any Bond Owner has the right, for the equal benefit and protection of all Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bond Owners' rights; or

- (c) upon the happening and continuation of any default by the District hereunder or under the Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.03. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Bond Owners.

SECTION 7.04. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bond Owners, the District and the Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Bond Owners in the opinion of Bond Counsel filed with the District; or

- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure the status of the Bonds as Qualified School Construction Bonds for which Bond Subsidy Payments are eligible to be received.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners or all Outstanding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Bonds.

SECTION 9.02. *Defeasance of Bonds.*

- (a) Discharge of Resolution. Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:
 - (i) by paying or causing to be paid the principal or redemption price of and interest on such Bonds, as and when the same become due and payable;
 - (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Bonds; or
 - (iii) by delivering such Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall

execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

- (b) Discharge of Liability on Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

- (c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:
 - (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or
 - (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.
- (d) Payment of Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Bonds and remaining unclaimed for 2 years after the principal of all of the Bonds has become due and

payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or 2 years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

SECTION 9.03. *Execution of Documents and Proof of Ownership by Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Destruction of Canceled Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

SECTION 9.06. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its

duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Bond Owners.

SECTION 9.07. *Rescission of Prior Resolution.* The Board hereby rescinds Resolution No. 14 adopted on September 15, 2009.

SECTION 9.08. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

The foregoing Resolution was adopted by the Board of Education of the Placentia-Yorba Linda Unified School District by the following vote on the 11th day of May, 2010.

AYES: Carol Downey, Janice Wagner, Eric Padget, Karin Freeman, Kim Palmer

NOES: None

ABSENT: None

Eric Padget

Clerk of the Board of Education
of the Placentia-Yorba Linda Unified School District

APPENDIX A

FORM OF BOND

REGISTERED BOND NO. _____

\$ _____

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
(Orange County, California)**

**GENERAL OBLIGATION BOND
2008 ELECTION, SERIES Q**

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (the "District"), located in Orange County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on _____ and _____ of each year, commencing _____ 1, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____, 20__, in which event it will bear interest from the Dated Date set forth above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank National Association. Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of \$_____ of Bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of school facilities, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a special bond election held on February 5, 2008, upon the question of issuing Bonds in the amount of \$200,000,000, and under the resolution of the Board of Education of the District adopted on _____, 2010 (the "Bond Resolution"). The Bonds are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The District has designated the Bonds as "Qualified School Construction Bond" for purposes of Section 54F(a)(3) of the Internal Revenue Code of 1986 (the "Tax Code"). The District has covenant to apply all direct payments made to the District by the federal government under Section 6431 of the Tax Code, which the District has elected to receive under Section 54AA(g)(1) of the Tax Code, to the payment of principal of and interest on the Bonds.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than ad valorem taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

If applicable: The Bonds are not subject to optional redemption prior to their respective stated maturities.

In the event and to the extent that the District fails to expend all of the proceeds of the Bonds within the Expenditure Period, the Bonds shall be subject to extraordinary mandatory redemption on any date which is not more than 90 days following the Expenditure Period (as such term is defined in the Resolution), at a redemption price equal to 100% of the principal amount of the outstanding Bonds to be redeemed, together with accrued thereon to the redemption date, without premium. The redemption price of any Bonds to be redeemed under this paragraph shall be payable solely from the unexpended proceeds of the Bonds remaining at the expiration of the Expenditure Period.

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall

further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owners of the Bonds by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond which has been selected for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Board of Education of the District has caused this Bond to be executed on behalf of the District by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Education of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

By _____
President of the Board of Education

COUNTERSIGNED:

By _____
Clerk of the Board of Education

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK NATIONAL ASSOCIATION, as *Paying Agent*

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
2010-2011 SCHOOL CALENDAR

EXHIBIT A

ELEMENTARY PARENT CONFERENCE	Monday-Tuesday, December 6-7, 2010	K-5/6 Student Minimum Days
ELEMENTARY PARENT CONFERENCE	Wednesday, December 8, 2010	K-5/6 Student Non Attendance
SECONDARY GRADING DAY	Friday, January 28, 2011	6/7-12 Student Non Attendance
ELEMENTARY GRADING DAY	Friday, March 4, 2011	K-5/6 Student Minimum Day

Non Instructional Day	Monday, November 22, 2010
Non Instructional Day	Tuesday, November 23, 2010
Non Instructional Day	Wednesday, November 24, 2010
Non Instructional Day	Friday, May 27, 2011

FURLOUGH DAY (Teachers Only).....	Tuesday, August 31, 2010
TEACHER PRESERVICE	Wednesday, September 1, 2010
TEACHER PRESERVICE (½ Day).....	Thursday, September 2, 2010
FURLOUGH DAY (All Employees)	Friday, September 3, 2010
OPENING DAY OF SCHOOL FOR STUDENTS.....	Tuesday, September 7, 2010

HOLIDAYS

Labor Day.....	Monday, September 6, 2010
Veterans Day.....	Thursday, November 11, 2010
Local Holiday (In lieu of Lincoln’s Day)	Friday, November 12, 2010
Thanksgiving	Thursday & Friday, November 25-26, 2010
Winter Recess (10 days).....	December 20, 2010-December 31, 2010
Martin Luther King Day	Monday, January 17, 2011
Presidents’ Day	Monday, February 21, 2011
Spring Recess (5 days).....	April 18-22, 2011
Memorial Day	Monday, May 30, 2011

CLOSING DATES:

Last day for students (Minimum Day)	Thursday, June 16, 2011
Last day for teachers (½ Day).....	Friday, June 17, 2011

End of First Quarter/Trimester	November 12, 2010
End of Second Quarter (1st Semester).....	January 28, 2011
End of Second Trimester	March 4, 2011
End of Third Quarter	April 8, 2011
End of Fourth Quarter/Third Trimester (2nd Semester).....	June 16, 2011



State of California
Commission on Teacher Credentialing
Certification, Assignment and Waivers Division
Box 944270
Sacramento, CA 94244-2700

Telephone:
(888) 921-2682
E-mail: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2010/11
- Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Placentia-Yorba Linda USD District CDS Code: 66647
 Name of County: Orange County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 11 / 10 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2011.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Suzette Lovely</u> <small>Name</small>	_____	<u>Asst. Supt./Personnel Services</u> <small>Title</small>
<u>(714) 524-3034</u> <small>Fax Number</small>	<u>(714) 985-8406</u> <small>Telephone Number</small>	<u>May 05, 2010</u> <small>Date</small>
<u>1301 E. Orangethorpe Ave.</u>	<u>Placentia, CA 92870</u> <small>Mailing Address</small>	
_____ <small>E-Mail Address</small>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____
 Name of State Agency _____
 Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subject(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	35
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization:	
<input checked="" type="checkbox"/> Resource Specialist	2
<input checked="" type="checkbox"/> Teacher Librarian Services	1
<input type="checkbox"/> Visiting Faculty Permit	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	7
Special Education	5
TOTAL	15

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 18

If yes, list each college or university with which you participate in an internship program.

CSUF, Chapman Univ., National Univ., Cal Poly, La Verne

If no, explain why you do not participate in an internship program.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 11th day of May, 2010.

Dennis M. Smith
Secretary to the Board of Education

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

Resolution No. 54

EXHIBIT A

SERVICE OR PROGRAM TO BE
ELIMINATED
Non Management Positions

(Full Time Equivalent)

1. Bilingual Clerk I	.494
2. Bilingual School Readiness Lead Teacher	4.5
3. Bilingual School Readiness Aide	4.94
4. Print Shop Assistant	.4937
5. Student Mother Program Aide	2.469
6. Bilingual Instructional Aide	.469
7. Child Care Lead Teacher	1.0
8. Secretary II	1.0
9. Campus Supervisor	1.0
10. Bilingual Even Start Liaison	1.74
11. Child Development Aide	.375
<u>Management Positions</u>	
1. Supervisor Warehouse	1.0
2. Public Information Officer	<u>.3</u>
Total	19.7807

Resolution No. 54**EXHIBIT B**

45117. (a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to lay off for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 45 days prior to the effective date of their layoff.

(b) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

(c) (1) A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not create a 45-day layoff notice requirement for any individual hired as a short-term employee, as defined in Section 45103, for a period not exceeding 45 days.

(2) This subdivision does not apply to the retention of a short-term employee, as defined in Section 45103, who is hired for a period not exceeding 45 days after which the short-term service may not be extended or renewed.

(d) This section does not preclude the governing board of a school district from implementing either of the following actions without providing the notice required by subdivision (a) or (b):

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

45298. Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid

reemployment list they shall be ranked on that list in accordance with their proper seniority.

45308. Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

For purposes of this section, in school districts with an average daily attendance below 400,000, for service commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Section 45128. Nothing in this section shall preclude the governing board of a school district from entering into an agreement with the exclusive representative of the classified employees that defines "length of service" to mean the hire date. For purposes of this section, in school districts with an average daily attendance of

400,000 or more, for service commencing or continuing after January 1, 1986, "length of service" shall be determined by the date of hire.

If a governing board enters into an agreement with the exclusive representative of classified employees that defines "length of service" to mean the hire date, the governing board may define "length of service" to mean the hire date for a classification of employee not represented by any exclusive bargaining unit.

Nothing contained in this section shall preclude the granting of "length of service" credit for time spent on unpaid illness leave, unpaid maternity leave, unpaid family care leave, or unpaid industrial accident leave. In addition, for military leave of absence, "length of service" credit shall be granted pursuant to Section 45297. In the event an employee returns to work following any other unpaid leave of absence, no further seniority shall be accrued for the time not worked.

"Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the district except service in restricted positions as provided in this chapter.