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OAKLAND UNIFIED
SCHOOL DISTRICT

BOARD OF EDUCATION 2011

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November 21, 2011

HAND DELIVERED

Crystal Hishida Graff, Clerk
Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland CA 94612

Dear Ms. Graff:

Re: Oakland Unified School District General Obligation Bond Sales
Resolution No. 1112-0079 and General Obligation Bond Refunding
Resolution No. 1112-0080

Enclosed please find a certified copy of each of the above-entitled adopted General Obligation Bond Resolutions of the Governing Board of the Oakland Unified School District for consideration and action by the Alameda County Board of Supervisors.

I have been advised by staff of District's Counsel in this matter, Orrick, Herrington & Sutcliffe, LLP, that Leah Wilson of the Office of the County Administrator is also assisting with this transaction pending with the Board of Supervisors.

Thank you, and Ms. Wilson, for your proper handling of these matters.

Sincerely,

Edgar Rakestraw, Jr.
Secretary, Governing Board

ER:bj

cc: Leah Wilson
Enclosures: Resolution Nos. 1112-0079 and 1112-0080

COUNTY OF ALAMEDA
NOV 21 PM 2:03
SUPERVISORS' OFFICE

**RESOLUTION OF THE
BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
COUNTY OF ALAMEDA, STATE OF CALIFORNIA**

RESOLUTION NO. 1112-0080

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$98,000,000 AND
APPROVING FORMS OF DOCUMENTS AND ACTIONS OF
OFFICERS OF THE DISTRICT NECESSARY IN CONNECTION
THEREWITH.

SUPERVISORS' OFFICE
11 NOV 21 PM 2:03
COUNTY OF ALAMEDA

WHEREAS, this Board of Education (the "Board") of the Oakland Unified School District (herein called the "District"), of the County of Alameda, California (the "County"), has heretofore issued or caused to be issued its "Oakland Unified School District General Obligation Bonds, Election of 2000, Series 2002" (the "2002 Bonds") in an aggregate principal amount of \$100,000,000, pursuant to a Resolution adopted by the Board on January 13, 2002 (the "Prior Resolution");

WHEREAS, this Board has determined, and does hereby declare, that it is necessary and desirable and that the prudent management of the fiscal affairs of the District requires that all or a portion of the 2002 Bonds now be refunded (such bonds to be refunded being referred to herein as the "Prior Bonds");

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Government Code") and other applicable law, the District is authorized to issue refunding bonds (the "Refunding Bonds") to refund all or a portion of the 2002 Bonds, and to sell its Refunding Bonds at public sale or on a negotiated sale basis;

WHEREAS, this Board has determined that because of the need for flexibility in timing and structuring the sale of the Refunding Bonds in order to achieve maximum interest cost savings, it is desirable to sell the Refunding Bonds by negotiated sale to J.P. Morgan Securities LLC, Piper Jaffray & Co. and Siebert Brandford Shank & Co., LLC (collectively, the "Underwriters") pursuant to a bond purchase contract (the "Bond Purchase Contract");

WHEREAS, the Superintendent of Schools of the County of Alameda has jurisdiction over the District;

WHEREAS, this Board acknowledges that the issuance of Refunding Bonds to refinance any of the Prior Bonds more than 90 days in advance of the date of redemption thereof shall preclude any advance refunding of the portion of the Refunding Bonds issued for such purpose;

WHEREAS, U.S. Bank National Association has been approved by the Treasurer-Tax Collector of the County of Alameda to and will act as Paying Agent (herein called the "Paying Agent") with respect to the Refunding Bonds, and as Escrow Agent (herein called the "Escrow Agent") with respect to the Prior Bonds;

WHEREAS, the District proposes to execute and deliver an Escrow Agreement to the Escrow Agent directing the creation of an escrow fund for deposit of proceeds of sale of the Refunding Bonds for the purpose of paying and redeeming the Prior Bonds;

WHEREAS, there have been submitted and are on file with the Secretary of this Board proposed forms of a Bond Purchase Contract, a Paying Agent Agreement, an Escrow Agreement, and a Continuing Disclosure Certificate, all with respect to the Refunding Bonds proposed to be issued and sold, and the Superintendent of the District has examined or caused to be examined each document and has approved the forms thereof, and has recommended that this Board approve and direct the completion, where appropriate, and the execution of the documents and the consummation of such financing;

WHEREAS, this Board desires that the Treasurer-Tax Collector of the County of Alameda should collect a tax on all taxable property within the District sufficient to provide for payment of the Refunding Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors, the Treasurer-Tax Collector, and other officials of the County of Alameda, that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of the Refunding Bonds and such portion, if any, of the 2002 Bonds as shall remain outstanding following the issuance of the Refunding Bonds;

NOW, THEREFORE, the Board of Education of Oakland Unified School District does hereby RESOLVE, DETERMINE AND ORDER, as follows:

Section 1. Recitals. All of the above recitals are true and correct.

Section 2. Authorization of Refunding Bonds and of Redemption of Prior Bonds; Application of Proceeds of Sale. The Board hereby authorizes the sale and issuance of one or more series of refunding bonds of the District and the designation of said bonds as the "Oakland Unified School District 2012 General Obligation Refunding Bonds" (herein called the "Refunding Bonds") in an aggregate principal amount not to exceed \$98 million, which amount shall be finally determined by the Superintendent of the District, the Deputy Superintendent, Business Services & Operations of the District, or such other officer of the District designated in writing for the purpose (each, an "Authorized District Representative"), in accordance with the provisions of Section 6 hereof and with the general laws of the State of California.

Proceeds from the sale of the Refunding Bonds are hereby authorized to be applied only as permitted by Article 9 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, including, but not limited to: acquire escrow securities or otherwise to pay or provide for payment of the principal of the Prior Bonds upon redemption thereof; to pay all expenses incident to the calling, retiring or paying of the Prior Bonds and to the issuance of the Refunding Bonds, including: charges of the Paying Agent in connection with the issuance and payment of the Refunding Bonds; charges of the Escrow Agent in connection with the

redemption of the Prior Bonds; interest upon the Prior Bonds from the dated date of the Refunding Bonds to the maturity or earlier redemption date of the Prior Bonds; any premium payable upon the redemption of the Prior Bonds; the costs of any bond insurance or other credit enhancement with respect to the Refunding Bonds; and any other costs associated with the issuance and sale of the Refunding Bonds and permitted by law. The Board hereby further determines that all interest or other gain derived from the investment of proceeds of the Refunding Bonds may be applied to pay such costs of issuance of the Refunding Bonds.

Section 3. Terms of Refunding Bonds. The maximum nominal annual interest rate on the Refunding Bonds shall be the statutory limit of 12%, payable as described in the Paying Agent Agreement referred to in Section 4 hereof. The Refunding Bonds shall mature on a date or dates, in such of the years, beginning no earlier than August 1, 2012 and concluding no later than the final maturity of the Prior Bonds, as shall be specified in the Bond Purchase Contract described in Section 6 hereof. No Refunding Bonds shall have principal maturing on more than one principal maturity date; however it shall not be necessary that a portion of the aggregate principal amount mature in each year.

The Refunding Bonds shall be issued as current interest bonds.

The aggregate principal amount of the Refunding Bonds, the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and the terms of optional and mandatory sinking fund redemption thereof, shall be as specified in the Bond Purchase Contract.

Section 4. Paying Agent Agreement. The form of instrument entitled "Paying Agent Agreement," by and between the District and U.S. Bank National Association, San Francisco, California, as Paying Agent, in substantially the form on file with the Secretary of the Board, is hereby approved and authorized. The Authorized District Representative is hereby authorized and directed to execute and deliver an instrument in substantially said form, completed with terms as shall be agreed to by the Authorized District Representative in accordance with this Resolution, and with such other changes therein as the Authorized District Representative may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. All other terms of the Refunding Bonds required by Sections 53553 and 53554 of the Government Code and not otherwise specified herein shall be as specified in the Paying Agent Agreement.

Section 5. Escrow Agreement. The form of instrument entitled "Escrow Agreement," by and between the District and U.S. Bank National Association, San Francisco, California, as Escrow Agent, in substantially the form on file with the Secretary of the Board, is hereby approved and authorized. The Authorized District Representative is hereby authorized and directed to execute and deliver an instrument in substantially said form, completed with terms as shall be agreed to by the Authorized District Representative in accordance with this Resolution, and with such other changes therein as the Authorized District Representative may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. Bond Purchase Contract; Sale of Refunding Bonds. The form of proposed Bond Purchase Contract is hereby approved and adopted as the contract for purchase and sale of the Refunding Bonds in substantially the form on file with the Secretary of the Board, and the Authorized District Representative is hereby authorized and directed to execute and deliver one or more instruments in substantially said form, completed with terms as the Authorized District Representative shall have agreed to in accordance with this Resolution, and with such other changes therein as the Authorized District Representative may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that (i) the total net interest cost to maturity on the Refunding Bonds plus the aggregate principal amount of the Refunding Bonds shall be less than the total net interest cost to maturity on the Prior Bonds plus the aggregate principal amount of the Prior Bonds; (ii) the net present value of the debt service savings with respect to the Prior Bonds shall be at least 3% of the aggregate principal amount of such Prior Bonds; (iii) the underwriter's discount shall not exceed 1.5% of the aggregate principal amount of the Refunding Bonds; and (iv) the Refunding Bonds shall otherwise conform to the limitations specified herein and imposed by the general laws of the State.

Section 7. Request for Necessary County Actions. (a) The Board of Supervisors, the Treasurer-Tax Collector and other officials of the County, are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of a property tax on all taxable property of the District sufficient to provide for payment of all principal of, redemption premium, if any, and interest on the Refunding Bonds as the same shall become due and payable, and to apply moneys in the District's Interest and Sinking Fund as necessary to the payment of the Refunding Bonds, pursuant to the Paying Agent Agreement, and to the payment of any Prior Bonds which are to remain outstanding, pursuant to the Prior Resolution under which such bonds were issued. The Secretary of the Board is hereby authorized and directed to deliver certified copies of this Resolution to the Clerk of the Board of Supervisors of the County and the Treasurer-Tax Collector of the County. The Board hereby agrees to reimburse the County for any costs associated with the levy and collection of said tax, upon such documentation of said costs as the District shall reasonably request.

(b) The Board of Supervisors, the Treasurer-Tax Collector, and other officials of the County, are hereby requested to take and authorize such actions as may be necessary, upon, but only upon, the issuance of the Refunding Bonds, to discontinue the levy of property taxes on all taxable property of the District for the payment of the Prior Bonds, pursuant to Section 53561 of the Government Code.

Section 8. Notice of Redemption of Prior Bonds. The Escrow Agent is hereby authorized and directed to give notice of redemption of the Prior Bonds to be redeemed as shall be required by the Escrow Agreement and pursuant to the terms of the Prior Resolution with respect to the Prior Bonds, as applicable.

Section 9. Continuing Disclosure. The form of instrument entitled, "Continuing Disclosure Certificate," in substantially the form on file with the Secretary of the Board, is hereby approved and authorized. The Authorized District Representative is hereby authorized and directed on behalf of the District to execute and deliver such Continuing Disclosure Certificate in substantially said form, with such changes thereto as deemed necessary in order to

permit the Underwriter to comply with the requirements of Securities and Exchange Commission Rule 15c2-12. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate.

Section 10. Appointment of Underwriter, Financial Advisor, Bond Counsel, Disclosure Counsel and Investment Advisor. The Underwriters are hereby appointed Underwriters of the Refunding Bonds. The firm of Orrick, Herrington & Sutcliffe LLP is hereby appointed Bond Counsel and Disclosure Counsel. The firm of KNN Public Finance, a division of Zions National Bank., is hereby appointed Financial Advisor with respect to the Refunding Bonds. The Authorized District Representative is hereby authorized and directed on behalf of the District to enter into agreements, as applicable, with these firms.

Section 11. Authorization of Further Actions. (a) The Financial Advisor, the Underwriter, Bond Counsel and the appropriate District officials are hereby authorized and directed to continue to prepare the necessary legal documents to accomplish said financing and the other transactions authorized herein, and to take any and all necessary actions in connection therewith.

(b) The officers and employees of the District are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. The President of the Board, the Superintendent of the District, the Deputy Superintendent, Business Services & Operations of the District, the Clerk or Secretary of the Board, and the other officers and employees of the District are hereby authorized and directed to provide for the purchase of escrow securities, to engage certified public accountants to verify the sufficiency of funds deposited in escrow, to execute and deliver any and all notices, certificates and representations, including signature certificates, non-litigation certificates, tax certificates, certificates relating to continuing disclosure obligations, notices to the California Debt and Investment Advisory Commission, and certificates concerning the Official Statement describing the Refunding Bonds, and to enter into such agreements or contracts, including as may be necessary to obtain bond insurance with respect to the Refunding Bonds, paying agent services with respect to the Refunding Bonds, or escrow agent services with respect to the Prior Bonds, as such officers deem necessary and desirable to accomplish the purposes of this Resolution.

Section 12. Ratification of Actions. All actions heretofore taken by the officers and agents of the District with respect to the sale, execution and delivery of the Refunding Bonds, the acquisition of escrow securities, and the other transactions authorized and contemplated herein, are hereby approved, confirmed and ratified.

Section 13. Indemnification. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the Refunding Bonds, except with respect to such actions which said Indemnified Parties are exclusively authorized and required to perform on behalf of the District pursuant to law. 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 14. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this day, November 16, 2011, by the following vote:

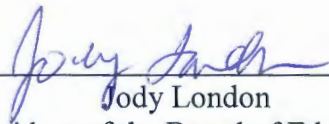
AYES: David Kakishiba, Gary Yee, Noel Gallo, Christopher Dobbins, Alice Spearman
Vice President Jumoke Hodge, President Jody London

NOES: None

ABSTAIN: None

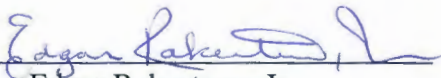
ABSENT: None

APPROVED:



Jody London
President of the Board of Education
of the Oakland Unified School District

ATTEST:



Edgar Rakestraw, Jr.
Secretary of the Board of Education
of the Oakland Unified School District

File ID Number: 11-2986
Introduction Date: 11-7-11
Enactment Number: 11-2364
Enactment Date: 11-16-11
By: JK

SECRETARY'S CERTIFICATE

I, Edgar Rakestraw, Jr., Secretary of the Board of Education of the Oakland Unified School District, County of Alameda, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on November 16, 2011, and entered in the minutes thereof, of which meeting all of the members of said Board of Education had due notice and at which a quorum thereof was present; and at said meeting said resolution was adopted by the following vote:

AYES: David Kakishiba, Gary Yee, Noel Gallo, Christopher Dobbins, Alice Spearman, Vice President Jumoke Hodge, President Jody London

NOES: None

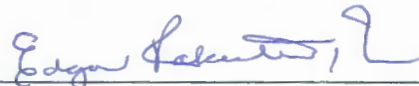
ABSTAIN: None

ABSENT: None

An agenda of said meeting was posted at least 72 hours before said meeting at 1025 Second Ave., Oakland, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I have carefully compared the same with the original on file and of record in my office. Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 17th day of November, 2011.



Edgar Rakestraw, Jr.
Secretary of the Board of Education
of the
Oakland Unified School District

Oakland Unified School District

Board of Education
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ACCESSIBILITY OF AGENDA AND AGENDA MATERIALS

Agenda and agenda materials, if any, associated with this meeting are accessible on the Board of Education's World Wide Web Site at <http://webportal.ousd.k12.ca.us> or from any computer terminal in the Office of the Board of Education at the above-stated address.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

Individuals requiring a reasonable accommodation to participate in meetings other than handicapped access, should notify the Office of the Board of Education seventy-two (72) hours prior to the meeting at either (510) 879-8678 (VM); or boe@ousd.k12.ca.us (E-Mail); or (510) 879-8739 (TTY/TDD); or (510) 879-8000 (Fax).

Agenda (Long)

Wednesday, November 16, 2011

3:30 PM

1290 Ridder Park Drive, San Jose, CA

Board Room, 1025 2nd Avenue, Oakland, CA; 315 Julia Street, New Orleans, LA

Board of Education

President Jody London

Vice President Jumoke Hinton Hodge

Directors: Gary Yee, David Kakishiba, Noel Gallo, Christopher Dobbins, Alice Spearman

Student Directors: Isabel Montoya, (Vacancy)

Staff: Edgar Rakestraw, Jr., Secretary, Board of Education

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- A. Call To Order - 3:30 P.M.**
- B. Roll Call**
- C. President's Statement Disclosing Item(s) to be Discussed in Closed Session Today**
- D. Recess to Closed Session - 3:35 P.M.**
- E. Closed Session Item(s):**

Labor Matter(s)

10-0798 **Conference With Labor Negotiators** **OE-06**

United Administrators of Oakland Schools (UAOS), Service Employees International Union - Local 1021 (SEIU), Oakland Education Association (OEA), Oakland Child Development Paraprofessional Association (OCDPA), American Federation of State, County and Municipal Employees-Local 257 (AFSCME), Brotherhood of Teamsters, Auto Truck Drivers-Local 70 of Alameda County, Brotherhood of Teamsters, Warehouse, Mail Order, Retail Employees- Local 853 of Alameda County, American Federation of Teachers/CFT-Local 771 (AFT), Building and Construction Trades Council of Alameda County, California School Employees Association (CSEA) .

Principal District Representative: Jacqueline Minor, General Counsel

Legal Matter(s)

- 11-1113 Conference With Legal Counsel - Anticipated Litigation OE-04**
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9:
1 case.

Public Employee Matter(s)

- 11-2755 Public Employee Appointment/ Discipline / Release OE-04**
Public Employee Appointment/ Discipline / Release

Pupil Matter(s)

- 11-2983 Admission Hearing - Student Q OE-13**
- 11-2917 Expulsion Appeal Hearing - Student A OE-13**
- 11-2918 Expulsion Appeal Hearing - Student B OE-13**
- 11-2919 Expulsion Appeal Hearing - Student C OE-13**
- 10-2718 Readmission Hearing - Student GG OE-13**

F. Reconvene to Public Session - 5:00 P.M.**G. Second Roll Call****H. President's Statement of Reportable Action Taken in Closed Session and the Vote or Abstention of Members Present, If Any****I. Pledge of Allegiance****J. Speaker Request Cards/Modification(s) To Agenda**

Members of the public may address the Board on any item listed on this agenda, for three minutes per person or less, depending on the number of speakers for the item, by filing a Speaker's Card, clearly identifying the item listed on the agenda, by legislative file number, alpha and/or title. A separate Speaker Card is required for each agenda item, except any and/or all items listed under the General Consent Report items are treated as a single item. All Speaker Cards for any and all agenda items for this meeting must be in the hands of the Board staff or the presiding officer by the time the Board has reached this point in the agenda of the meeting. A Speaker card submitted after this point will be "filed."

Modification(s) to the Agenda allows for any change in the order of business including, but not limited to, an announcement that an agenda item or legislative file will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or "pulled" off of the General Consent Report for separate discussion and possible action.

K. President of the Board of Education Report

This is an oral report to the Board and to the Public by the President of the Board of any information that he/she wishes to share regarding his/her past, present or future personal or official activities as the chief officer of the Board.

[11-2996](#)**President of the Board of Education Report - November 16, 2011****OE-04**

Report of the President of the Board of Education - November 16, 2011.

Attachments: [President of the Board of Education Report - November 16, 2011.pdf](#)

L. Ceremonial and Special Presentation

None

M. Report of Student Board Members

This is an oral report to the Board and to the Public by a Student Member of the Board of any information that he/she wishes to share regarding his/her past, present or future personal or official activities.



[11-2997](#)

Student Directors' Report - November 16, 2011

OE-04

Presentation of Student Directors' Report by Isabel Montoya - November 16, 2011.

Attachments: [11-2997 - Student Directors' Report - November 16, 2011.pdf](#)

N. Report of the Superintendent of Schools

This is an oral report to the Board and the Public of any information that the Superintendent of Schools or his designee wishes to share regarding his past, present or future personal or official activities.

[11-2998](#)

Presentation of the Report of the Superintendent of Schools - November 16, 2011

OE-04

Presentation of the Report of the Superintendent of Schools - November 16, 2011.

O. Public Comments On All Non-Agenda Items Within the Subject Matter Jurisdiction of the District - Up to 45 Minutes

This section of the agenda provides an opportunity for a member of the Public, for three minutes per person, or less, depending on the number of speakers, to directly address the Board on any item of interest to a member of the Public that is not on the current agenda, but is within the subject matter jurisdiction of the Board. Minutes are not transferrable from speaker to speaker. This item is limited to a total of forty-five (45) minutes. Members of the public, who have filed a speaker's card, not heard under this section are heard under Agenda Item U. The Board may not discuss or take any action

on a non-agenda item not appearing on the posted agenda for this meeting, except the Board or staff may briefly respond to a statement made or questions posed by a member of the public, as authorized by law. In addition, on his or her own initiative or in response to questions posed by the public, a member of the Board or its staff may ask a question for clarification, make a brief announcement, or make a brief report of personal activities.

11-2999

Public Comments on All Non-Agenda Items Within the Subject Matter Jurisdiction of the District - Up to 45 Minutes - November 16, 2011

OE-04

Public Comments on All Non-Agenda Items Within the Subject Matter Jurisdiction of the District - Up to 45 Minutes - November 16, 2011.

P. Report of Regular Board Members

This is an oral report, consistent with Brown Act requirements, to the Public by an Elected Board member of any information that he/she wishes to share regarding his/her past, present or future personal or official activities

11-3000

Report of Regular Board Members - November 16, 2011

OE-05

Presentation of Individual Report of Regular Board Members.

Q. Report of Board Representatives to Membership Organizations

☒

11-3076

Report of Board Representatives to Membership Organizations

Report from Vice President Jumoke Hinton Hodge (and President Jody London) on the 55th Annual Fall Conference of the Council of Great Schools, Boston, MA, October 26-30, 2011

R. Unfinished Business

Finance and Human Resources Committee - David Kakishiba, Chair

**11-2106****State Controller's Report - District Audit - Fiscal Year 2007-2008****OE-08**

Presentation to the Board of Education of the State Controller's Report - District Audit - Fiscal Year 2007-2008.

Attachments: [Document\(s\)](#)

[11-2106 - State Controller's Report - District Audit - Fiscal Year 2007-2008.pdf](#)

[11-2106 - District's Audit Report Combo To the SCO 2007-2008 Fiscal Year Audit Report.pdf](#)

[11-2106 - Report of Audit Findings FY 2007-08.pdf](#)

Legislative History

8/15/2011	Finance and Human Resources Committee	Discussed	
9/6/2011	Finance and Human Resources Committee	Referred	Board of Education
9/14/2011	Board of Education	Tabled to a Date Certain	

**11-2530****Professional Services Contract - Oakland Schools Foundation - Manzanita SEED Elementary School****OE-06**

Ratification by the Board of Education of a Professional Services Contract between the District and Oakland Schools Foundation, Oakland, CA, for the latter to provide 354 hours of project coordination; finance administration; donor cultivation; management and stewardship; photography; crafting of community outreach materials and messages; newsletter; ask letter; postcards; brochure design and editing; email blasts; individual giving campaign management; website updates; coaching from School Campaigns Coordinator; program support; grant renewal; reporting and monitoring at Manzanita SEED Elementary School for the period of September 1, 2011 through June 29, 2012, in an amount not to exceed \$22,830.00.

Resource Code - 0000-175**Funding Source: General Purpose**

Attachments: [11-2530 - Professional Services Contract - Oakland Schools Foundation - Manzanita SEED.pdf](#)

Legislative History

10/17/2011	Finance and Human Resources Committee	Recommended Favorably	
10/26/2011	Board of Education	Adopted	

**11-2724****Professional Services Contract - Oakland Schools Foundation - United for Success Academy****OE-06**

Approval by the Board of Education of Professional Services Contract between the District and Oakland Schools Foundation (OSF), Oakland, CA, for the latter to provide 1,763 hours of service to United for Success Academy (UFSA) through the creation and implementation of a Family Resource Center at UFSA, staffed by Family Academic Support Director, Family Support Coordinators (2), providing program coaching, trainings, family academic support programs, and teacher conflict mediation training and support, for the period of November 1, 2011 through June 14, 2012, in an amount not to exceed \$104,000.00.

Resource Code - 3181-228

Funding Source: School Improvement Grant

Attachments: [11-2724 - Professional Services Contract - Oakland Schools Foundation - United for Success Academy .pdf](#)

Legislative History

10/17/2011	Finance and Human Resources Committee	Recommended Favorably
10/26/2011	Board of Education	Failed

S. New Business

Motion To Discharge Standing Committee(s) Legislative File(s)

**.... A subject matter not favorably reported from a committee may be discharged from the committee and considered by the Board upon a majority vote of the Board to discharge, provided the subject matter of the discharge has been posted and noticed on a Board meeting agenda. (Board Bylaw 9130)*

☒

11-2991

Motion To Discharge Standing Committee(s) Legislative File(s)

Adoption by Board of Education of Motion to Discharge any and all Legislative Files listed herein as "Pending" in a named Standing Committee, pursuant to Board of Education Bylaw 9130, due to business necessity and, upon adoption of said motion, incorporation of same into the listed Section of Agenda for consideration by the Board at current meeting*.

Intergovernmental Relations Committee - Pending - Jody London, Chair

**11-3003****Senate Constitutional Amendment (SCA) 5 - Parcel Tax -
Passage@55% - Education**

Adoption by Board of Education of Resolution No. 1112-0085 - Support of Senate Constitutional Amendment (SCA) 5 which if enacted by the Legislature and approved by voters provides for passage of a parcel tax measure for school districts, community college districts, and county offices of education upon a 55 percent majority vote of the electorate in lieu of the currently required two-thirds vote of the electorate.

Attachments: [11-3003 - Senate Constitutional Amendment \(SCA\) 5 - Parcel Tax - Passage@55% - Education.pdf](#)

Rules and Ethics Committee - Pending - Gary Yee, Chair**11-3087****District's Theory of Change (First Reading)**

Adoption by the Board of Education of Resolution No. 1112-0087 - District's Theory of Change.

Attachments: [11-3087 - District's Theory of Change \(First Reading\).pdf](#)

**Teaching and Learning Committee - Report - November 7, 2011 - Jumoke
Hinton Hodge, Chair****11-2924****Individual Service Agreement - East Bay Asian Youth
Center - Garfield Elementary School****OE-08**

Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide Healthy Start Services at Garfield Elementary School, for the period July 1, 2011 through June 30, 2011, in an amount not to exceed \$85,000.00, pursuant to the terms and conditions as specified in the MMOU.

Resource Code - 6240-118

Funding Source: Healthy Start Initiative, California Department of Education

Attachments: [11-2924 - Individual Service Agreement - East Bay Asian Youth Center - Garfield Elementary School.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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11-2990

School Portfolio Management - Grade Configuration Change - Life Academy - School Year 2012-2013

OE-11

Adoption by Board of Education of Resolution No. 1112-0082 - School Portfolio Management - Life Academy - Grade Configuration Change From 9-12 to 6-12 - Effective School Year 2012-2013.

Attachments: [11-2990 - School Portfolio Management - Grade Configuration Change - Life Academy - School Year 2012-2013.pdf](#)
[11-2990 - Presentation - School Portfolio Management - Grade Configuration Change - Life Academy - School Year 2012-2013.ppt](#)
[11-2990 - Presentation - School Portfolio Management - Grade Configuration Change - Life Academy - School Year 2012-2013.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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Facilities Committee - Report - November 8, 2011 - Noel Gallo, Chair



11-2906

Agreement for Construction Management Services - Seville Group, Inc., dba SGI Construction Management - Division of Facilities, Planning and Management Project

OE-10

Approval by the Board of Education of Agreement for Construction Management Services between District and Seville Group, Inc., dba SGI Construction Management, Pasadena, CA, for the latter to provide Construction Management and Project Management Services, as describe in the Scope of Work, in conjunction with the Division of Facilities, Planning and Management, for the period December 1, 2011 through December 31, 2013, at a cost not to exceed \$7,205,793.00.

Resource Code - 2212-918

Funding Source: GO Bond - Measure B

Attachments: [11-2906 - Agreement for Construction Management Services - Seville Group, Inc., dba SGI Construction Management - Division of Facilities, Planning and Management Project.pdf](#)

Legislative History

11/8/2011	Facilities Committee	Recommended Favorably
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11-2993

Amendment No. 2, Professional Services Facilities Contract-GKK/McCarthy - Division of Facilities, Planning and Management

OE-10

Approval by the Board of Education of Amendment No. 2, Professional Service Facilities Contract between District and GKK/McCarthy, Irvine, CA, for the latter to provide additional Construction Management services as needed to allow for adequate time for the District to transition services to the new construction management firm, in conjunction with the Division of Facilities, Planning and Management Project, in an additional amount not to exceed \$300,000.00, increasing the Contract not to exceed amount from \$5,136,980.00 to \$5,436,980.00, and extending the contract period of July 1, 2010 through November 30, 2011 to January 13, 2012. All other terms and conditions of the Contract remain in full force and effect.

Resource Code - 2122-918

Funding Source: GO Bond-Measure B

Attachments: [11-2993 - Amendment No. 2, Professional Services Facilities Contract - GKKMcCarthy - Division of Facilities, Planning and Management.pdf](#)

Legislative History

11/8/2011	Facilities Committee	Recommended Favorably
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Finance and Human Resources Committee - Report -October 17, 2011 - David Kakishiba, Chair



11-2687

Monitoring Report - Policy Type: Operational Expectation (OE) - 08 - Financial Administration

OE-08

Adoption by the Board of Education of Superintendent of Schools Monitoring Report - Policy Type: Operational Expectation (OE) - 08 - Financial Administration.

Attachments: [11-2687 - Monitoring Report - Policy Type: Operational Expectation \(OE\) - 08 - Financial Administration.pdf](#)

Legislative History

10/12/2011	Board of Education	Not Discharged From Committee
10/17/2011	Finance and Human Resources Committee	Recommended Favorably



11-2688

**Monitoring Report - Policy Type: Operational Expectation
(OE) - 07 - Financial Planning**

OE-07

Adoption by the Board of Education of Superintendent of Schools Monitoring Report - Policy Type: Operational Expectation (OE) - 07 - Financial Planning.

Attachments: [11-2688 - Monitoring Report - Policy Type: Operational Expectation \(OE\) - 07 - Financial Planning.pdf](#)

Legislative History

10/12/2011	Board of Education	Not Discharged From Committee
10/17/2011	Finance and Human Resources Committee	Recommended Favorably as Amended



11-2794

**Monitoring Report - Policy Type: Operation Expectation
(OE) 06 - Personnel Administration**

OE-06

Adoption by Board of Education of Superintendent of Schools Monitoring Report - Policy Type: Operational Expectation (OE) 06 - Personnel Administration.

Attachments: [11-2794 - Monitoring Report - Policy Type: Operation Expectation \(OE\) 06 - Personnel Administration.pdf](#)
[11-2794 - Monitoring Report - Policy Type: Operation Expectation \(OE\) 06 - Personnel Administration.ppt](#)

Legislative History

10/17/2011	Finance and Human Resources Committee	Recommended Favorably as Amended
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**Finance and Human Resources Committee - Report - November 9, 2011 -
David Kakishiba, Chair**



11-2985

Issuance and Sale of General Obligation Bonds

OE-08

Approval by the Board of Education of Resolution No. 1112-0079 - Prescribing the Terms of Sale of Bonds of Oakland Unified School District, Requesting the Board of Supervisors of the County of Alameda To Issue and Sell Not to Exceed \$120,000,000 of Said Bonds, Approving the Forms of and Authorizing the Execution and Delivery of a Paying Agent Agreement, One or More Bond Purchase Contracts, and a Continuing Disclosure of Certificate for Said Bonds, and Authorizing the Execution of Necessary Documents and Certificates Relating to Said Bonds.

Attachments: [11-2985 - Issuance and Sale of General Obligation Bonds.pdf](#)
[11-2985_District_Resolution\(s\)_Bond_Issuance_November_2011.ppt](#)
[11-2985 - Resolution - Issuance and Sale of General Obligation Bonds.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2986

Issuance and Sale of General Obligation Refunding Bonds

OE-08

Approval by the Board of Education of Resolution No. 1112-0080 - Authorizing the Issuance and Sale of General Obligation Refunding Bonds In An Amount Not to Exceed \$98,000,000 and Approving Forms of Documents and Actions of Officers of the District Necessary In Connection Therewith.

Attachments: [11-2986 - Issuance and Sale of General Obligation Refunding Bonds.pdf](#)
[11-2986_District_Resolution\(s\)_Bond_Issuance_November_2011.ppt](#)
[11-2986 - Resolution - Issuance and Sale of General Obligation Refunding Bonds.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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T. Public Hearing(s)

None

U. Adoption of the General Consent Report

Adoption of the General Consent Report means that all items appearing under this topic are approved in one motion unless a Member of the Board requests that an item be removed and voted on separately or otherwise acted upon. Generally, these items are recommendations from standing committees, or otherwise routine in nature, and are acted upon in one motion to conserve time and permit focus on other-than-routine legislative items on the agenda.

Teaching and Learning Committee - Report - November 7, 2011 - Jumoke Hinton Hodge, Chair

- ☒ **11-2144** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-001 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-001 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$108,120.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **11-2145** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-002 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-002 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$129,880.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **11-2146** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-003 - Programs for Exceptional Children** **OE11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-003 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$129,880.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|

- ☒ **11-2147** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-004 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-004 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$129,880.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **11-2148** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-005 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-005 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$129,880.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **11-2149** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-016 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-006 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$129,880.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|

- ☒ **11-2150** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-007 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-007 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$129,880.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **11-2151** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-008 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-008 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$129,880.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **11-2152** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-009 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-009 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$114,600.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2153** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-010 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-010 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$114,600.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2154** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-011 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-011 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$128,520.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2155** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-012 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-012 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$129,880.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2156** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-013 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-013 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$129,880.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2157** **Individual Service Agreement to Master Contract for Speech Pathology Group and Student A016-014 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Speech Pathology Group and Student A016-014 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$129,880.00, pursuant to terms and conditions of Master Contract with Speech Pathology Group.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2327** **Individual Service Agreement to Master Contract for Behavior Analysts, Inc. and Student A001-001 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Behavior Analysts, Inc. and Student A001-001 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$183,080.00, pursuant to terms and conditions of Master Contract with Behavior Analysts, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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**11-2439**

Professional Service Contract - School Solutions Collaborative - Quality Community Schools Development

OE-11

Approval by the Board of Education of a Professional Service Contract between District and School Solutions Collaborative, Oakland, CA, for the latter to provide design assistance for the development of the School Quality Review Rubrics, assisting the Office of Quality Community Schools Development in the creation of a comprehensive set of measurable evidences of school and central service quality, based on Board-approved School Quality Standards, for the period of 09/01/2011 through 10/31/2011, in an amount not-to-exceed \$8,400.00.

Resource Code - 9136-956

Funding Source: Oakland Schools Foundation

Attachments: [11-2439 - Professional Service Contract - School Solutions Collaborative - Quality Community Schools Development.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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**11-2682**

Professional Services Contract - Springback Learning Center - Programs for Exceptional Children

OE-11

Ratification by the Board of Education of a Professional Services Contract between District and Springback Learning Center, Oakland, CA, for the latter to provide one hour tutoring sessions to a Special Education student to assist in improving pupil's Spanish, mathematics and language arts skills through support of classroom curriculum beginning September 1, 2011 through June 15, 2012 in an amount not to exceed \$1,120.00.

Resource Code - 3310-975

Funding Source: Special Education

Attachments: [11-2682 - Professional Services Contract - Springback Learning Center - Programs for Exceptional Children.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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**11-2716**

Professional Services Contract - Cantare Convivo - Lincoln Elementary School

OE-11

Ratification by the Board of Education of Professional Services Contract between the District and Cantare Convivo, Oakland, CA, for the latter to provide 169 hours of weekly sessions in choral instruction in each classroom with support of language arts development for English Learners in K-2 classrooms; provide curriculum to help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving California English Language Development Test (CELDT) levels and provide curriculum with supplemental activities for English Language Learners to practice grade-level vocabulary lists at Lincoln Elementary School, for the period September 15, 2011 through February 28, 2012, in an amount not to exceed \$10,098.55.

Resource Code - 0508-133

Funding Source: Arts & Music

Attachments: [11-2716 - Professional Services Contract - Cantare Convivo - Lincoln Elementary School.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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11-2721

Professional Services Contract - Edana Anderson - Chabot Elementary School

OE-11

Ratification by the Board of Education of a Professional Services Contract between the District and Edana Anderson, Oakland, CA, for the latter to provide 1,350 hours of service in instruction and support for after school homework club and the Let's Go Learn Intervention Program and to help oversee the program; make home visits, participate in SSTs, and visit classrooms to support work with students who participate in the after school program; work closely with Jason Richard, another contractor, who is working in the program, as well as with before school coordinator, to make sure school is following and supporting kids as much as possible at Chabot Elementary School, for the period October 12, 2011 through June 30, 2012, in an amount not to exceed \$27,000.00.

Resource Code - 0089-106; 0000-106

Funding Source: Measure G Library; General Purpose

Attachments: [11-2721 - Professional Services Contract - Edana Anderson - Chabot School.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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11-2782

Professional Services Contract - Fay Ferency - Family, Schools, Community Partnerships Department

OE-11

Ratification by the Board of Education of a Professional Services Contract between the District and Fay Ferency, Oakland, CA, for the latter to provide 1,520 hours of service working to identify sites interested in implementing Second Step Program, assist in developing Second Step implementation timeline, and provide on-going coaching necessary to support the delivery of Second Step lessons; work in partnership with the site administrator and also identify teacher on tracking the number of Second Step lessons completed quarterly, conduct a teacher survey on implementation of the Second Step and completing quarterly report of participating sites progress; meet regularly with the Violence Prevention Program Specialist to assist with implementation, through the Family, School and Community Partnership Office, for the period of October 12, 2011 through June 30, 2012, in an amount not to exceed \$53,200.00.

Resource Code - 9180-922

Funding Source: Measure Y

Attachments: [11-2782 - Professional Services Contract - Fay Ferency - Family, Schools, Community Partnerships Department.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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11-2788

Professional Services Contract - Luna Kids Dance - Thurgood Marshall Elementary School

OE-11

Ratification by the Board of Education of a Professional Services Contract between District and Luna Kids Dance, Emeryville, CA, for the latter to provide 120 hours of work to provide dance instruction/model classes (30 weeks of weekly dance instruction with side by side professional development for five classes including teaching/modeling, coaching, artist/teacher partnership, tied to arts/literacy/community building goals, including coordination, curriculum design, implementation, documentation and assessment); professional development dance (building strong relationships between teachers and dance teaching artists to support the dance learning of all children and strengthen instructional methods, connections between literacy and dance, cross curricular leaning), and parent and community involvement (facilitate/coordinate/broker dance relationships between school and greater Oakland and dance communities such as performances, field trips, dance shares, dance events, and other community activities), at Thurgood Marshall Elementary School, for the period October 12, 2011 through June 30, 2012, in an amount not to exceed \$12,000.00.

Resource Code - 0089-174

Funding Source: Measure G Arts

Attachments: [11-2788 - Professional Services Contract - Luna Kids Dance - Thurgood Marshall Elementary School.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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[11-2797](#)

Professional Services Contract - Luna Kids Dance - New Highland Academy

OE-11

Ratification by the Board of Education of a Professional Services Contract between District and Luna Kids Dance, Emeryville, CA, for the latter to provide 178.5 hours of Dance Instruction/Model Classes (30 weeks of weekly dance instruction with side by side professional development for 13-15 classes), Professional Development Dance (communication, curriculum design meetings and coaching, customized dance curriculum, professional learning workshops and teaching activities for staff), Parent and Community Involvement (dance relationships between school and dance communities including performance, field trips, dance events, community activities), at New Highland Academy, for the period September 6, 2011 through June 30, 2012, in an amount not to exceed \$17,884.00.

Resource Code - 0089-125

Funding Source: Measure G Arts

Attachments: [11-2797 - Professional Services Contract - Luna Kids Dance - New Highland Academy.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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[11-2803](#)

Non-Public School / Non-Public Agency Contract - Bridge School - Programs for Exceptional Children

OE-11

Approval by the Board of Education of Special Education Services Non-Public School/Agency Master Contract between the District and Bridge School, for the latter to provide services to pupils as specified in the Contract for the period of July 1, 2011 through June 30, 2012, pursuant to terms and conditions of Resolution No. 1112-0028.

Resource Code - 6500-975

Funding Source: Special Education

Attachments: [11-2803 - Non-Public School - Non-Public Agency Contract - Bridge School - Programs for Exceptional Childre.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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[11-2804](#)

Non-Public School / Non-Public Agency Contract - P.L.A.Y (Psychology Learning and You) - Programs for Exceptional Children

OE-11

Approval by the Board of Education of Special Education Services Non-Public School/Agency Master Contract between the District and P.L.A.Y.(Psychology Learning and You), for the latter to provide services to pupils as specified in the Contract for the period of July 1, 2011 through June30, 2012, pursuant to terms and conditions of Resolution No. 1112-0028.

Resource Code - 6500-975

Funding Source: Special Education

Attachments: [11-2804 - Non-Public School - Non-Public Agency Contract - P.L.A.Y - Psychology Learning and You - Programs for Exceptional Children.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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11-2810

**Professional Services Contract - Gregory Bailey - Family,
Students, and Community Partnerships Department**

OE-11

Ratification by the Board of Education of a Professional Services Contract between the District and Gregory Bailey, Castro Valley, CA, for the latter to provide 585 hours of service collaborating with site staff to identify and recruit 5-10 peer mediators (11-14 years old) reflective of the racial, ethnic and academic diversity of the school; provide the students with training in the mediation process, effective communication, problem solving and aspects of Second Step Violence Prevention Program to help peers involved in disputes resolved differences and repair relationships; coach the peer mediators to conduct an average of 25 to 35, conflict mediations, and support the school site in creating a safe, healthy and supportive school environment for students through the framework of restorative practices at Westlake Middle School, for the period October 13, 2011 through June 15, 2011, at a cost not to exceed \$17,550.00.

Resource Code - 1511-922

Funding Source: Oakland Fund for Children and Youth Fund (OFCY)

Attachments: [11-2810 - Professional Services Contract - Gregory Bailey - Family, Students, and Community Partnerships Department.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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11-2812

**Professional Services Contract - Ashlee George - Family,
Schools, Community Partnerships Department**

OE-11

Ratification by the Board of Education of a Professional Services Contract between the District and Ashlee George, Oakland, CA, for the latter to provide 663 hours of service collaborating with site staff to identify and recruit 5-10 peer mediators (11-14 years old) reflective of the racial, ethnic and academic diversity of the school; provide the students with training in the mediation process, effective communication, problem solving and aspects of Second Step Violence Prevention Program to help peers involved in disputes resolved differences and repair relationships; coach the peer mediators to conduct an average of 25 to 35, conflict mediations, and support the school site in creating a safe, healthy and supportive school environment for students through the framework of restorative practices at Alliance and Elmhurst Middle Schools, for the period October 13, 2011 through June 15, 2011, in an amount not to exceed \$16,575.00.

Resource Code - 1511-922

Funding Source: Oakland Fund for Children and Youth (OFCY)

Attachments: [11-2812 - Professional Services Contract - Ashlee George - Family, Schools, Community Partnerships Department.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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11-2813

Individual Service Agreement - Bay Area Community

OE-11

Resources - Barack Obama Academy

Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option B-Lead Agency Unit for Middle School Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Barack Obama Academy for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$48,190.00, pursuant to the terms and conditions as specified in the MMOU.

Resource Code - 6010-922

Funding Source: After School Education and Safety (ASES) Grant

Attachments: [11-2813 - Individual Service Agreement - Bay Area Community Resources - Barack Obama Academy.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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11-2819

**Memorandum of Understanding - Mills College - Digital
Civics Initiative - High School Network**

OE-11

Approval by the Board of Education of a Memorandum of Understanding (MOU) between District and Mills College, setting forth the terms by which the Parties will work together to implement the Digital Civics Initiative for District High Schools as funded by Bechtel Planning Grant, which has been awarded to Mills College, for the period September 14, 2011 through February 15, 2012, at no fiscal cost to the District.

Funding Source: Mills College as funded by Bechtel Planning Grant

Attachments: [11-2819 - Memorandum of Understanding - Mills College - Digital Civics Initiative - High School Network.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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11-2849

Individual Service Agreement to Master Contract for Heritage School, Inc. and Student S015-001 - Programs for Exceptional Children

OE-11

Approval by the Board of Education of an Individual Services Agreement between District and Heritage School, Inc. and Student S015-001 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$130,284.00, pursuant to terms and conditions of Master Contract with Heritage School, Inc.

Resource Code - 6500-975

Funding Source: Special Education

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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11-2850

Individual Service Agreement to Master Contract for Children's Learning Center and Student S007-021 - Programs for Exceptional Children

OE-11

Approval by the Board of Education of an Individual Services Agreement between District and Children's Learning Center and Student S007-021 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$33,825.00, pursuant to terms and conditions of Master Contract with Children's Learning Center.

Resource Code - 6500-975

Funding Source: Special Education

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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[11-2851](#)

**Individual Service Agreement to Master Contract for
Children's Learning Center and Student S007-022 -
Programs for Exceptional Children**

OE-11

Approval by the Board of Education of an Individual Services Agreement between District and Children's Learning Center and Student S007-022 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$38,661.00, pursuant to terms and conditions of Master Contract with Children's Learning Center.

Resource Code - 6500-975

Funding Source: Special Education

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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[11-2852](#)

**Individual Service Agreement to Master Contract for Seneca
Center and Student S032-053 - Programs for Exceptional
Children**

OE-11

Approval by the Board of Education of an Individual Services Agreement between District and Seneca Center and Student S032-053 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$34,382.88, pursuant to terms and conditions of Master Contract with Seneca Center.

Resource Code - 6500-975

Funding Source: Special Education

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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[11-2853](#)

**Individual Service Agreement to Master Contract for Seneca
Center and Student S032-054 - Programs for Exceptional
Children**

OE-11

Approval by the Board of Education of an Individual Services Agreement between District and Seneca Center and Student S032-054 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$34,382.88, pursuant to terms and conditions of Master Contract with Seneca Center.

Resource Code - 6500-975

Funding Source: Special Education

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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- ☒ **11-2854** **Individual Service Agreement to Master Contract for Seneca Center and Student S032-055 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Seneca Center and Student S032-055 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$30,051.00, pursuant to terms and conditions of Master Contract with Seneca Center.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2855** **Individual Service Agreement to Master Contract for Seneca Center and Student S032-056 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Seneca Center and Student S032-056 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$34,662.00, pursuant to terms and conditions of Master Contract with Seneca Center.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2856** **Individual Service Agreement to Master Contract for P.L.A.Y. and Student A018-001 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and P.L.A.Y. and Student A018-001 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$7,120.00, pursuant to terms and conditions of Master Contract with P.L.A.Y.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2857** **Individual Service Agreement to Master Contract for La Cheim School and Student S018-010 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and La Cheim School and Student S018-010 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$38,592.00, pursuant to terms and conditions of Master Contract with La Cheim School.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2858** **Individual Service Agreement to Master Contract for The Bridge School and Student S038-001 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and The Bridge School and Student S038-001 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$2,750.00, pursuant to terms and conditions of Master Contract with The Bridge School.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2859** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -001- Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009-001 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$54,000.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2860** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009-002 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -002 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$63,000.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2861** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -003 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -003 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$9,075.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2862** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -004 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -004 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$8,750.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2863** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -005 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -005 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$63,000.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2864** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -006 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -006 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$65,250.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2865** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -007 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -007 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$87,750.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2866** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -008 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -008 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$24,750.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2873** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -009 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -009 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$18,900.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2874** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -010 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -010 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$63,000.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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- ☒ **11-2875** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -011 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -011 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$57,750.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **11-2876** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -012 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -012 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$9,900.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **11-2877** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -013 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -013 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$18,900.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|

- ☒ **11-2878** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -014 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -014 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$9,075.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **11-2879** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -015 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -015 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$6,875.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **11-2880** **Individual Service Agreement to Master Contract for Maxim Healthcare Services, Inc. and Student A009 -016 - Programs for Exceptional Children** **OE-11**
- Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -016 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$63,000.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.
- Resource Code - 6500-975**
- Funding Source: Special Education**
- Legislative History**
- | | | |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|

**11-2881**

**Individual Service Agreement to Master Contract for
Maxim Healthcare Services, Inc. and Student A009 -017 -
Programs for Exceptional Children**

OE-11

Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -017 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$81,000.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.

Resource Code - 6500-975**Funding Source: Special Education****Legislative History**

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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**11-2882**

**Individual Service Agreement to Master Contract for
Maxim Healthcare Services, Inc. and Student A009 -018 -
Programs for Exceptional Children**

OE-11

Approval by the Board of Education of an Individual Services Agreement between District and Maxim Healthcare Services, Inc. and Student A009 -018 for services specified herein for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$54,000.00, pursuant to terms and conditions of Master Contract with Maxim Healthcare Services, Inc.

Resource Code - 6500-975**Funding Source: Special Education****Legislative History**

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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**11-2900**

**Individual Service Agreement of MOU - Playworks - East
Oakland Pride Elementary**

OE-11

Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and Playworks, Oakland, CA, for the latter to provide a structured, safe and inclusive program during and after school by providing one full-time Program Coordinator, Monday through Friday, to carry out the four components of program, including Recess (organizing safe and inclusive opportunities for play and physical activity); Class Game Time (organizing and leading individual classes with their teacher through group and skill building activities), the Junior Coach Program (a leadership training program for 4th and 5th graders), and Out Of School Programs (coordinating an afterschool or before school program/recess, and conducting sport league teams) for the students at East Oakland Pride Elementary School, for the period August 29, 2011 through June 14, 2012, in an amount not to exceed \$25,500.00, pursuant to the terms and conditions as specified in the MMOU.

Resource Code - 0000-107

Funding Source: General Purpose

Attachments: [11-2900 - Individual Service Agreement of MOU - Playworks - East Oakland Pride Elementary.pdf](#)

Legislative History

11/7/2011	Teaching and Learning Committee	Recommended Favorably
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Facilities Committee - Report - November 8, 2011 - Noel Gallo, Chair



11-2469

Amendment No. 2, Professional Services Facilities Contract - S. Meek Architecture - Havenscourt Middle School New Cafeteria & New Classroom Building Project

OE-10

Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract between District and S. Meek Architecture, San Francisco, CA, for the latter to provide additional professional services associated with bidding the Havenscourt New Building and Havenscourt Interim Dining Projects separately and provide design services to change classroom #D25 in the new building into a computer lab, including modifications to the layout, panel schedule, circuitry and additional data drops, in conjunction with the Havenscourt Middle School New Cafeteria & New Classroom Building Project, in an additional amount not to exceed \$9,380.00, increasing the Contract not to exceed amount from \$993,540.00 to \$1,002,920.00. All other terms and conditions of the Contract remain in full force and effect.

Resource Code - 2122-207

Funding Source: GO Bond-Measure B

Attachments: [Document\(s\)](#)
[11-2469 - Amendment No. 2, Professional Services Facilities Contract - S. Meek Architecture - Havenscourt Middle School New Cafeteria & New Classroom Building Project.pdf](#)

Legislative History

11/8/2011 Facilities Committee Recommended
Favorably



11-2889

**Project Budget, Key Code and Project Number -
Retro-Commissioning Project**

OE-10

Approval by the Board of Education of Resolution No. 1112-0071 - Authorizing and approving the Project Budget, Key Code and Project Number for the Retro-Commissioning Project, for Oakland Technical High School, McClymonds High School and Castlemont High School, in the amount of \$300,000.00.

Funding Source: GO Bond-Measure A

Attachments: [11-2889 - Project Budget, Key Code and Project Number - Retro-Commissioning Project.pdf](#)

Legislative History

11/8/2011 Facilities Committee Recommended
Favorably



11-2890

**Project Budget Increase - Claremont Middle School
Landscaping Project**

OE-10

Approval by the Board of Education of Resolution 1112-0073 - Authorizing and approving the Project Budget Increase for Claremont Middle School Landscaping Project in the amount of \$750,000.00, increasing the project budget from \$800,000.00 to \$1,550,000.00.

Funding Source: GO Bond-Measure A

Attachments: [11-2890 - Project Budget Increase - Claremont Landscaping Project.pdf](#)

Legislative History

11/8/2011 Facilities Committee Recommended
Favorably



11-2891

**Amendment No. 2, Professional Services Facilities Contract
- Sensible Environmental Solutions - Lowell Middle School
Modernization Project**

OE-10

Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract between District and Sensible Environmental Solutions, Oakland, CA, for the latter to provide additional investigation, design and development of a second design package to encompass design changes / modifications in conjunction with the Lowell Middle School Modernization Project, in an additional amount not to exceed \$75,000.00, increasing the Contract not to exceed amount from \$109,982.25 to \$184,982.25. All other terms and conditions of the Contract remain in full force and effect.

Resource Code - 2122-204

Funding Source: GO Bond-Measure B

Attachments: [11-2891 - Amendment No. 2, Professional Services Facilities Contract - Sensible Environmental Solutions.pdf](#)

Legislative History

11/8/2011	Facilities Committee	Recommended Favorably
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11-2893

**Amendment No. 1, Professional Services Facilities Contract
- Ninyo & Moore - LaEscuelita Educational Complex**

OE-10

Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Contract between District and Ninyo & Moore, Oakland, CA, for the latter to provide investigation of potential impacts of hazardous material which may have been released by the underground storage tank recently discovered beneath the East 10th Street sidewalk across from the Harper Building, including project coordination, permitting, boring marketing/utility clearance, sampling of soil and groundwater, lab analysis and report preparation, in conjunction with the LaEscuelita Educational Complex (DEC), in an additional amount not to exceed \$15,000.00, increasing the Contract not to exceed amount from \$32,000.00 to \$47,000.00 and extending the Contract period of October 29, 2009 through December 31, 2009 to December 31, 2011. All other terms and conditions of the Contract remain in full force and effect.

Resource Code - 2122-121

Funding Source: GO Bond-Measure B

Attachments: [11-2893 - Amendment No. 1, Professional Services Facilities Contract - Ninyo & Moore - LaEscuelita Educational Complex.pdf](#)

Legislative History

11/8/2011	Facilities Committee	Recommended Favorably
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11-2894

**Agreement for Architectural Services Contract - Loving &
Campos Architects (LCA) - Calvin Simmons Middle School
Improvements and Career Tech Lab**

OE-10

Attachments: [11-2894 - Agreement for Architectural Services Contract - Loving & Campos Architects \(LCA\) - Calvin Simmons Improvements and Career Tech Lab.pdf](#)

Legislative History

11/8/2011 Facilities Committee Recommended
Favorably



11-2895

Agreement for Architectural Services Contract - S. Meek Architects - Oakland High School Modernization Project

OE-10

Approval by the Board of Education of an Agreement for Architectural Services between the District and S. Meek Architects, San Francisco, CA, for the latter to provide architectural and engineering services for the schematic design phase to provide additional lunch serving access points in conjunction with the Oakland High School Modernization Project for the period commencing November 8, 2011 and concluding no later than February 15, 2012 in an amount not to exceed \$7,560.00.

Resource Code - 2122-304

Funding Source: GO Bond-Measure B

Attachments: [11-2895 - Agreement for Architectural Services Contract - S. Meek Architects - Oakland High School Modernization Project.pdf](#)

Legislative History

11/8/2011 Facilities Committee Recommended
Favorably



11-2896

Independent Contractor Agreement for Services - Simplex Grinnell - District-wide Fire Alarm Project

OE-10

Approval by the Board of Education of Independent Contractor Agreement for Services between District and Simplex Grinnell, Livermore, CA, for the latter to provide fire alarm and sprinkler repairs and annual testing of systems as required by the Division of State Architect (DSA) in conjunction with the District-wide Fire Alarm Maintenance Project for the period commencing January 2, 2012 and concluding no later than December 31, 2012 in an amount not to exceed \$500,000.00.

Resource Code - 2122-918

Funding Source: Go Bond-Measure B

Attachments: [11-2896 - Independent Contractor Agreement for Services - Simplex Grinnell - District-wide Fire Alarm Project.pdf](#)

Legislative History

11/8/2011 Facilities Committee Recommended
Favorably

**11-2901**

**Amendment No. 6, Professional Services Facilities Contract
- SCA Environmental, Inc. - Elmhurst Middle School
Modernization Project**

OE-10

Approval by the Board of Education of Amendment No. 6, Professional Services Facilities Contract between District and SCA Environmental, Inc., Oakland, CA, for the latter to provide additional services for waste characterization of the excavated soils including sampling for CAM-17 metals and naturally occurring asbestos in conjunction with the Elmhurst Middle School Modernization Project in an additional amount not to exceed \$1,900.00, increasing the Contract not to exceed amount from \$34,421.98 to 36,321.98, and extending the Contract period of June 18, 2007 through December 31, 2011 to June 30, 2012. All other terms and conditions of the Contract remain in full force and effect.

Resource Code - 2122-202**Funding Source: GO Bond-Measure B**

Attachments: [11-2901 - Amendment No. 6, Professional Services Facilities Contract - SCA Environmental, Inc. - Elmhurst Middle School Modernization Project.pdf](#)

Legislative History

11/8/2011	Facilities Committee	Recommended Favorably
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**Finance and Human Resources Committee - Report - November 9, 2011 -
David Kakishiba, Chair**

**11-1729**

**Donation - Anthony Chabot Elementary School PTA -
Anthony Chabot Elementary School**

OE-08

Acceptance by the Board of Education of a donation to the District from Anthony Chabot Elementary School PTA to support hands on Science; credentialed Art teacher for the year; and Learning for All extended day program at Anthony Chabot Elementary School, in the amount of \$67,500.00, for the period July 1, 2011 through June 30, 2012, pursuant to terms and conditions thereof, if any.

Funding Source: Anthony Chabot Elementary School PTA

Attachments: [11-1729 - Donation - Donation - Anthony Chabot Elementary School PTA - Anthony Chabot Elementary School.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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**11-2374****Professional Service Contract - Strategies for Learning, Inc.
- Programs for Exceptional Children****OE-06**

Ratification by the Board of Education of a Professional Services Contract between District and Strategies for Learning, Inc., for the latter to provide consultation and/or communication, including but not limited to in-person, e-mail, phone, meeting, assessment, documentation in preparation/review for student CP, for Programs for Exceptional Children, for the period of September 15, 2011 through June 30, 2012, in the amount not to exceed \$34,500.00.

Resource Code - 6500-975**Funding Source: Special Education**

Attachments: [11-2374 - Professional Service Contract - Strategies for Learning, Inc. - Programs for Exceptional Children.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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**11-2522****~~Professional Services Contract - Oakland Schools Foundation - Elmhurst Community Preparatory School~~****OE-06**

~~Approval by the Board of Education of Professional Services Contract between District and Oakland Schools Foundation (OSF), Oakland, CA, for the latter to provide 1,837.15 hours of service staffing the Family Resource Center as follows: provide Family Academic Support Director, to serve as leader of the Family Resource Center and carry out job functions that have been developed through the OSF FamEli Program in collaboration with 10 other District schools, including establishing and sustaining family engagement strategies through regular contact with other FamEli schools and connections with families as well as organizing workshops and other support for families and schools that support student achievement at school and home; Family Support Coordinators (2), who will assist the director of the FRC in carrying out the duties aforescribed and participating with family engagement staff and other school sites organized through the program; Program Coaching, trainings in the monthly OSF FamEli professional learning community meetings, including coaching from an assigned FamEli coach on the development and execution of effective school family partnership program; Family academic support programs, facilitating coordinated workshops and targeted training programs for families and school staff designed to build meaningful school family partnerships and to facilitate a positive learning environment at school and home that support student achievement, at Elmhurst Community Preparatory School, for the period of September 1, 2011 through June 29, 2012 at a cost not to exceed \$109,035.00.~~

~~Resource Code - 3180-221~~**~~Funding Source: School Improvement Grant~~**

~~Attachments:~~ ~~[11-2522 - Professional Services Contract - Oakland Schools Foundation - Elmhurst Community Preparatory School.pdf](#)~~

~~Legislative History~~

~~11/9/2011~~ Finance and Human ~~Tabled to a Date~~
Resources Committee ~~Certain~~



11-2525

Professional Services Contract - Youth Uprising - Office of School Transformation

OE-06

Ratification by the Board of Education of a Professional Services Contract between District and Youth Uprising (YU), Oakland, CA for the latter to provide 680 hours of afterschool music, art and sports services to the Castlemont campus; programs and activities may include hip-hop dance, graffiti arts, digital music, music production, instrumental music, small music ensembles and more; provide space at YU to implement these programs as well as provide specific arts instructors to the campus for the afterschool time; provide students trips to see music performances, perform in competitions and be involved in the community; additionally, provide resources and support for afterschool intramural sports including intramural basketball, soccer, football, baseball which will continue to draw more students to the Castlemont campus after hours, for the period of September 15, 2011 through June 15, 2012 at a cost not to exceed \$68,000.00.

Resource Code - 4124-344

Funding Source: 21st Century Grant

Attachments: [11-2525 - Professional Services Contract - Youth Uprising - Office of School Transformation.pdf](#)

Legislative History

11/9/2011 Finance and Human Recommended
Resources Committee Favorably



11-2610

Professional Services Contract - Roberta Draheim - Sobrante Park Elementary School

OE-06

Ratification by the Board of Education of a Professional Services Contract between District and Roberta Draheim, Oakland, CA, for the latter to provide 140 hours of writing professional development to teachers including alignment to Open Court Reading, intervention strategies for students, review of student work with specific feedback for kids and teachers, organizing and hosting 2 Authors' Nights, publishing student writing anthologies, running the Writers' Club, and providing background tools and materials to frame and enrich writing assignments and student engagement, working 6 hours each Monday and Friday and 3 hours each Wednesday, scheduling at least 1 hour of side-by-side writing instruction with the classroom teacher for all classes in grades 3-5, some classes identified by the principal will receive an additional 1 hour of writing instruction and support per week, at Sobrante Park Elementary School, for the period September 12, 2011 through November 11, 2011, in a not to exceed amount of \$7,000.00.

Resource Code - 7090-154

Funding Source: Economic Impact Aide - Instruction

Attachments: [11-2610 - Professional Services Contract - Roberta Draheim - Sobrante Park Elementary School.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2644

Professional Service Contract - Stephen Ratliff - Family, Schools, and Community Partnerships

OE-06

Ratification by the Board of Education of a Professional Services Contract between District and Stephen Ratliff, Modesto, CA, for the latter to provide 87.5 hours of service to develop the summer intervention program for Transition Students and Families; be a guest speaker at Parent Meetings for Transitional Students and Families; visit homes and guest speak to youth about preparing for college and alternatives to college; and continue to be a part of the summer intervention program as a coach/mentor, for the period of October 1, 2011 through June 30, 2012, in an amount not to exceed \$3,500.00.

Resource Code - 3010-922

Funding Source: Title I

Attachments: [11-2644 - Professional Service Contract - Stephen Ratliff - Family, Schools, and Community Partnerships.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2671

Professional Services Contract - Lauren Markham - Family, Schools, and Community Partnerships

OE-06

Ratification by the Board of Education of a Professional Services Contract between District and Lauren Markham, Oakland, CA, serving as Community Program Consultant, for the latter to provide 922 hours of service including planning and co-facilitating 20 parent/community meetings to reach a minimum total of 200 newly-arrived refugee parents from a minimum of 8 different communities/language groups; engage particularly isolated groups (Guatemalan/Mam, Sri Lankan and Karenni) parents/community members in RASAP activities and with at least one cultural meeting each; plan and co-facilitate 5 orientation days for newcomer parents and students introducing them to District schools and school rules, norms and expectations; coordinate with middle schools with high refugee concentrations to develop targeted support programs for middle school students in the school year and summer; co-develop a training module and corresponding materials for teacher professional development lessons; assist with the coordination of enrichment activities for refugee summer school programs and support summer program outreach, enrollment and placement for refugee youth in District, for the period of October 1, 2011 through June 30, 2011, in an amount not to exceed \$25,811.00.

Resource Code - 4216-922, 4201-922

Funding Source: Refugee Grant, Title III Immigrant**Attachments:** [11-2671 - Professional Services Contract - Lauren Markham - Family, Schools, and Community Partnerships.pdf](#)**Legislative History**

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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**11-2678****Professional Services Contract - Tiago J. Robinson - Oakland High School****OE-06**

Ratification by the Board of Education of a Professional Services Contract between District and Tiago J. Robinson, Pinole, CA, for the latter to provide 87 hours of services to support underperforming students in the Saturday Program by coordinating with teachers pupil referrals and missing assignments; communicate with students and parents required attendance; support the teacher with attendance and do a check-in and needs assessment for each student; and if student does not attend, notify parents and teachers who made referral, at Oakland High School, for the period of September 23, 2011 through June 11, 2012, in an amount not to exceed \$2,088.00.

Resource Code - 4124-304**Funding Source: 21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant****Attachments:** [11-2678 - Professional Services Contract - Tiago J. Robinson - Oakland High School.pdf](#)**Legislative History**

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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**11-2683****Professional Services Contract - The Regents of the University of California - College, Career & Readiness Office****OE-06**

Ratification by the Board of Education of a Professional Services Contract between the District and The Regents of the University of California, Center for Educational Partnership, Berkeley, California, for the latter to provide 21.50 hours of services in expertise and strategic leadership for all high schools and middle schools during the 2011-2012 academic year to help reach the goal of strengthening the College and Career Readiness, as well as becoming "a-g" compliant in all course work, with the eventual District goal of "a-g for all" by 2015 and provide guidance and consultation to develop system-wide support to school sites and provide technical and strategic support as necessary, for the period October 17, 2011 through June 30, 2012, in an amount not to exceed \$21,500.00.

Resource Code - 0522-912; 0000-912**Funding Source: Tier 3 Targeted Instructional Improvement Grant**

Attachments: [11-2683 - Professional Services Contract - The Regents of the University of California - College, Career & Readiness Office.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2718

Professional Services Contract - Language People - Programs for Exceptional Children

OE-06

Ratification by Board of Education of Professional Services Contract between District and Language People, Santa Rosa, CA for the latter to provide, through the use of independent consultants, written translation, in-person interpretation, and telephone interpretation services as needed for Programs for Exceptional Children, for the period of July 1, 2011 through June 30, 2012 in an amount not to exceed \$10,000.00.

Resource Code - 3310-975

Funding Source: Special Education

Attachments: [11-2718 - Professional Services Contract - Language People - Programs for Exceptional Children.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2719

Professional Services Contract - Bonnie Allen - Kaiser Elementary School

OE-06

Ratification by the Board of Education of a Professional Services Contract between the District and Bonnie Allen, Oakland, CA, as visual art consultant, for the latter to provide 338 hours of support to classroom teachers in the delivery of the full curriculum for the elementary students in school, through twice weekly lessons; lead staff development in visual art, methodology in teaching art, and discussion on the impact of visual art experiences on learning in general, through 5 staff development sessions; also perform outreach to the parent community by organizing an art exhibit in conjunction with Open House, thus increasing parental awareness and valuing of arts program at Kaiser Elementary School, for the period September 12, 2011 through June 15, 2012, in an amount not to exceed \$13,553.00.

Resource Code - 0089-171

Funding Source: Measure G Art

Attachments: [11-2719 - Professional Services Contract - Bonnie Allen - Kaiser Elementary School.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2722

Professional Services Contract - Vanessa Flynn - Hoover Elementary School

OE-06

Ratification by the Board of Education of a Professional Services Contract between the District and Vanessa Flynn, Oakland, CA, for the latter to provide 385 hours of services including 3-hour review of the "Read, Think, Apply" instructional program to all staff members, which includes weekly standards map, benchmark aligned instruction for each grade level; provide additional assessments to be sure that students are meeting benchmark objectives; provide teachers additional mentoring in the implementation of the program based on observation, principal, and teacher requests; provide biweekly professional development classes for the staff based on teacher need and assessment results; assist in grade level collaboration meeting to help guide teachers in complete planning and preparation of the reading program; meet with each grade level for 1-1/2 hours every 2 weeks, at Hoover Elementary School, for the period October 10, 2011 through June 8, 2012, in an amount not to exceed \$25,000.00.

Resource Code - 3010-170

Funding Source: Title 1

Attachments: [11-2722 - Professional Services Contract - Vanessa Flynn - Hoover Elementary School.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2746

Grant Award Acceptance - Quality Community School Development - Superintendent's Office

OE-08

Acceptance by the Board of Education of the Stuart Foundation Grant Award to the District for the Office of Quality Community School Development and participation in the Effective Education Systems Initiative, in the amount of \$480,000.00, for the period of July 1, 2011 through June 30, 2013, pursuant to the terms and conditions thereof.

Funding Source: Stuart Foundation

Attachments: [11-2746 - Grant Award Acceptance - Quality Community School Development - Superintendent's Office.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2773

Professional Services Contract - Mona Chitkara - Acorn Woodland Elementary School

OE-06

Ratification by the Board of Education of a Professional Services Contract between District and Mona Chitkara, Oakland, CA, for the latter to serve as art consultant/coach to provide 103 hours of professional development and collaboration with teachers throughout school year and support in classroom 16 hours per week; support arts integrated lesson planning 3 hours per month and support materials management up to 3 hours per week; provide assistance to students in creating 10 arts integrated projects during the 2011/2012 school year; and support to teachers in planning 10 arts integrated projects and to implement and assess same, at Acorn Woodland Elementary School, for the period September 12, 2011 through June 15, 2012, in an amount not to exceed \$3,491.60.

Resource Code - 0508-165

Funding Source: Arts and Music Grant

Attachments: [11-2773 - Professional Services Contract - Mona Chitkara - Acorn Woodland Elementary School.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2774

Professional Services Contract - Janise Erickson - Family, Schools, Community Partnerships Department

OE-06

Ratification by the Board of Education of a Professional Services Contract between the District and Janise K. Erickson, Pleasanton, CA, for the latter to provide 1,520 hours of service to selected sites to implement the Second Step Program, train teachers to deliver the Second Step Curriculum to students, collaborate with staff to collect data on completed of Second Step lessons, and build teacher knowledge and capacity to sustain implementation of Second Step beyond the grant period; assist in evaluating the efficacy of Second Step implementation for the period of October 12, 2011 through June 30, 2012, for an amount not to exceed \$53,000.00.

Resource Code - 9180-922

Funding Source: Measure Y

Attachments: [11-2774 - Professional Services Contract - Janise Erickson - Family, Schools, Community Partnerships Department.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2783

Professional Services Contract - Mara Diaz - Family, Schools, Community Partnerships Department

OE-06

Ratification by the Board of Education of a Professional Services Contract between the District and Mara Diaz, Oakland, CA, for the latter to provide 365 hours of service to collaborate with Second Step Elementary and Early Learning coaches to identify sites implementing Second Step Program and develop a time line for parent education workshop; facilitate Second Step workshops to parents and caregivers at designated preschool and elementary school sites by providing curriculum overview sessions and offer a 3-part series session concentrating on topics such as empathy, problem solving and emotion management; partner with site administrators and Second Step coach to schedule workshops and maximize parent and caregiver participation; maintain detail and organized records of parent workshop evaluation, and other documentation necessary for grant and District requirements for the period of October 12, 2011 through June 30, 2012, for an amount not to exceed \$12,775.00.

Resource Code - 9180-922

Funding Source: Measure Y

Attachments: [11-2783 - Professional Services Contract - Mara Diaz - Family, Schools, Community Partnerships Department.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2790

Professional Services Contract - Jewish Family and Children's Services East - Early Childhood Education

OE-06

Approval by the Board of Education of a Professional Service Contract between District and Jewish Family & Children's Services of the East Bay, for the latter to use a relationship based consultation model to increase all preschool children's social and emotional skills development; provide direct work with staff in the classroom and families including home visits; and provide ongoing technical support staff, including site administrators, in developing strategies to implement best practices to meet all children's social emotional needs in an environment that utilizes research-based preschool curriculum at the Acorn Woodland, Alice Street, Arroyo/Webster, Bridges at Melrose, Centro Infantil de la Raza, Emerson, and Lockwood Child Development Centers, for the period of July 1, 2011 through June 30, 2012, at no cost to the District.

Funding Source: No Fiscal Impact

Attachments: [11-2790 - Professional Services Contract - Jewish Family and Children's Services East - Early Childhood Education.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2791

Professional Services Contract - Donna Gaarder - High School Network

OE-06

Ratification by the Board of Education of a Professional Services Contract between District and Donna Gaarder, San Francisco, CA, for the latter to provide 785 hours of service for Oakland Tech Principal and Math Teachers a) to assess quality of mathematics instruction, b) agree upon a work plan with the Principal for improving instruction of every mathematics teacher in the school, c) coach teachers on improving instruction, individually and groups, as set forth in plan, d) meet on a regular basis with Principal to discuss progress and challenges, and revise work plan as needed, and e) build teacher leadership at the site for sustaining improvements; for Oakland High and Skyline and Leadership, Curriculum & Instruction (Manager of Mathematics & High School Math Specialists "HSM"): a) meet with Manager and HSM to discuss work at Tech and provide counseling in support of their work at Oakland High and Skyline, and b) co-lead lesson study sessions with Manager and HSM for 9th grade math teachers at Oakland High, Oakland Tech, and Skyline, for the period September 5, 2011 through June 30, 2012, in an amount not to exceed \$78,500.00.

Resource Code - 5845-964

Funding Source: Smaller Learning Communities Program

Attachments: [11-2791 - Professional Services Contract - Donna Gaarder - High School Network.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2793

Professional Services Contract - Elaine Armour-Word - Burckhalter Elementary School

OE-06

Ratification by the Board of Education of a Professional Services Contract between District and Elaine Armour-Word, Berkeley, CA, for the latter to provide 1,000 hours of work as a Technology Intervention Specialist, work with students K-5 requiring intervention, maintain the computer lab and make all necessary provisions for its closure at the end of the school year, provide reports to teachers on a weekly basis of students' progress, ensure continuous progress monitoring (in lab support) as well as daily differentiated instruction (in class support), for Burckhalter Elementary School, for the period August 24, 2011 through June 20, 2012, in a not to exceed amount of \$40,000.00.

Resource Code - 4850-105

Funding Source: Title II

Attachments: [11-2793 - Professional Services Contract - Elaine Armour-Word - Burckhalter Elementary School.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2796

Professional Services Contract - Vanessa Flynn - Alliance Academy/Roots Academy

OE-06

Ratification by the Board of Education of a Professional Services Contract between District and Vanessa Flynn, Berkeley, CA, for the latter to provide 435 hours of professional development to build the capacity of teachers and site-based literacy coaches at two high needs School Improvement Grant (SIG) middle schools, which will include 2 days of on-site coaching, demonstration and feedback over 32 weeks, 6 professional development sessions, (3 with a whole group focus and 3 with a small group focus) to build over the course of the year supporting all English Language Arts, Social Science, and Science teachers to integrate leveled reading instructional practices into their daily classroom instruction; provide each teacher support to utilize instructional practices aligned with the Academic Language and Literacy framework including whole and small group Reciprocal Teachers; train school leaders in calibrating their view of quality reading instructional practices through conducting shared walkthroughs once per month, at Alliance Academy and Roots International Middle Schools, for the period September 10, 2011 through June 10, 2012, in an amount not to exceed \$40,000.00.

Resource Code - 0506-998

Funding Source: Tier 3 Flex

Attachments: [11-2796 - Professional Services Contract - Vanessa Flynn - Alliance Academy/Roots Academy.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2806

District Grant Application - City of Oakland - Office of Alternative Education

OE-08

Approval and support by the Governing Board of District's Grant Application to City of Oakland, Measure Y Fund, seeking \$177,600.00 in funding to provide case management, mentoring, leadership development and community service to the students most at-risk for drug use, gang involvement, and violence and to support outreach activities and education to parents of these students at Emiliano Zapata Street Academy, Ralph J. Bunche High School, Oakland Community Day School, Dewey High School and Rudsdale High School, for the period July 1, 2011 through June 30, 2012, and, if granted, in whole or in part, authorization to accept same, pursuant to terms and conditions thereof, if any.

Funding Source: City of Oakland, Measure Y Fund

Attachments: [11-2806 - District Grant Application - City of Oakland - Office of Alternative Education.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2826

Professional Services Contract - Debra Koppman - Sequoia Elementary School

OE-06

Ratification by the Board of Education of Professional Services Contract between the District and Debra Koppman, Oakland, CA, for the latter to provide 395 hours for 2 monthly sessions of professional development to K-5 teachers for approximately 1 hour per session; attend teacher collaboration meetings so that visual arts lessons are integrated with core curriculum teaching; and design projects for campus beautification to be executed by upper grade students at Sequoia Elementary School, for the period September 12, 2011 through June 15, 2012, in an amount not to exceed \$17,750.00.

Resource Code - 0089-151

Funding Source: Measure G

Attachments: [11-2826 - Professional Services Contract - Debra Koppman - Sequoia Elementary .pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2827

**Professional Services Contract - Lauren Markham -
Oakland International High School**

OE-06

Ratification by the Board of Education of a Professional Services Contract between District and Lauren Markham, Oakland, CA, for the latter to provide 719 hours of service as a Community Program Consultant, in accordance with funding requirements from the Zellerbach Foundation, with duties as follows: 1) coordinate at least eight school-based parent meeting, in conjunction with school staff and refugee/immigrant community leaders, 2) liaise with refugee/immigrant service providers to increase on-site services, including (but not limited to) increased mental health support, an ESL class for parents, community gardening programs, computer classes with Oakland Tech, and immigration legal support, 3) coordinate at least 15 new volunteers serving at OIHS, 4) develop/improve social support referral systems for high-need students, including (but not limited to) a streamlined referral systems with Oakland Tech's "Techni Clinic," an efficient leader-based referral system for mental health services and home-based tutoring services through Refugee Transitions, and 5) develop at least one community-based professional development session for OIHS teachers on students/families' backgrounds and cultures, at Oakland International High School (OIHS), for the period October 5, 2011 through June 30, 2012, in an amount not to exceed \$20,132.00.

Resource Code - 0000-353; 9011-353

Funding Source: General Purpose and Internationals Network

Attachments: [11-2827 - Professional Services Contract - Lauren Markham - Oakland International High School.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2831

Professional Services Contract - Seneca Center - Alternative Education Office

OE-06

Approval by the Board of Education of a Professional Services Contract between District and Seneca Center, San Leandro, CA, for the latter to provide 3,180 hours of case management and mental health services to the Oakland Community Day schools, as follows: 1) case management services to expelled students and their families, 2) mental health therapy including individual, group, and family therapy, 3) integrated mental health services in the classroom milieu through provision of Mental Health Assistants in the classroom, and 4) clinical and program supervision for direct services to Community Day School students, for the period October 1, 2011 through June 30, 2012, in an amount not to exceed \$159,000.00.

Resource Code - 3010-957

Funding Source: Title I - Prevention

Attachments: [11-2831 - Professional Services Contract - Seneca Center - Alternative Education Office.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2843

California Common Core Standards (CCSS) Grant - Mills College/Alameda County Office of Education/District - Leadership, Curriculum and Instruction

OE-06

Approval by the Board of Education of an Agreement between Mills College, the Alameda County Office of Education and the District, for the collaborative implementation between the Parties of the California Post Secondary Education Commission California Common Core Standards (CCSS) grant awarded for for the bringing together of 50 District English Language Arts and History Social Science teachers, grades six through 11, in the study of the, Common Core State Standards through lesson study, a formal professional development program, in the discipline, for the period December 1, 2011 through December 1, 2012, using grant funds not to exceed \$250,000.00.

Funding Source: California Postsecondary Education Commission

Attachments: [11-2843 - California Common Core Standards \(CCSS\) Grant - Mills College/Alameda County Office of Education/District - Leadership, Curriculum and Instruction.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2907

Personnel Report No. 0011-0004

OE-06

Approval by the Board of Education of Personnel Report No. 0011-0004.

Attachments: [11-2907 - Personnel Report No. 0011-0004.pdf](#)

Legislative History

11/9/2011	Finance and Human	Recommended
	Resources Committee	Favorably



11-2908

**Creation of a Classified Management Position - Statistician -
Research, Assessment and Data Department**

OE-06

Approval by the Board of Education of Resolution No. 1112-0072 - Creation of a Classified Management Position in the Research, Assessment and Data Department and authorizing said FTE as specified below:

Create*

Position Title/FTE
Statistician (1.0 FTE)
Salary Schedule/Range
Salary Schedule: ADCL
Range 16: \$74,540 - \$95,141
12 months, 261 days, 7.5 hours

The Superintendent of Schools is authorized to fill said position pursuant to applicable District employment procedures.

*The elimination of 2.0 FTE Service Team Assistant II positions during the 2011 classified layoffs for the 2011-2012 fiscal year allowed the RAD Department the opportunity to redirect their funds to create the much needed position of Statistician.

Resource Code - 0000-948

Funding Source: General Purpose

Attachments: [11-2908 - Creation of a Classified Management Position - Statistician - Research, Assessment and Data Department.pdf](#)

Legislative History

11/9/2011	Finance and Human	Recommended
	Resources Committee	Favorably



11-2922

**Amendment No. 1 - Grant Agreement - California
Department of Education - General Child Care and
Development Programs - Early Childhood Education**

OE-08

Adoption by the Board of Education of Resolution No. 1112-0083 - Approving Amendment No. 1, Contract No. CCTR-1009, General Child Care and Development Programs, Project No. 01-6125-00-1 between District and the California Department of Education, providing funds for the General Child Care and Development Programs operated by the Early Childhood Education Department, in the additional amount of \$223,281.00, increasing maximum reimburseable amount from \$4,285,560.00 to \$4,508,849.00, and modifying Child Care and Development Language Change to the Funding Terms and Conditions as specified in Attachment A, thereto, for the period July 1, 2011 to June 30, 2012, pursuant to terms and conditions thereof, if any.

Funding Source: California Department of Education

Attachments: [11-2922 - Amendment No. 1 - Grant Agreement - California Department of Education - General Child Care and Development Programs - Early Childhood Education.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2925

Amendment No. 1 - Grant Agreement - California Department of Education - California State Preschool Program - Early Childhood Education

OE-08

Adoption by the Board of Education of Resolution No. 1112-0084 - Approving Amendment No. 1, Contract No. CSPP-1018, California State Preschool Program, Project No. 01-6125-00-1 between District and the California Department of Education, providing funds for the California State Preschool Program operated by the Early Childhood Education Department, in the additional amount of \$390,836.00, increasing maximum reimburseable amount from \$13,217,191.00 to \$13,608,027.00, and modifying Child Care and Development Language Change to the Funding Terms and Conditions as specified in Attachment A, thereto, for the period July 1, 2011 to June 30, 2012, pursuant to terms and conditions thereof, if any.

Funding Source: CSPP-1018 Special Fund Grant, California Department of Education

Attachments: [11-2925 - District Grant Agreement - Amendment No. 1 - CSPP-1018 - California Department of Education - Early Childhood Education.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2930

Grant Agreement - MDRC - College and Career Readiness Office

OE-08

Approval by the Board of Education of The Career Academies Project: Linking Education and Careers Fixed-Price Agreement between MDRC and District, for funding of the Career Academies Project at Skyline, Far West and Media Academy Schools, in the amount of \$20,000.00, for the period July 1, 2011 through June 30, 2012.

Funding Source: U.S. Department of Education

Attachments: [11-2930 - Grant Agreement - MDRC - College and Career Readiness Office.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2938

Extension of Bid Award and Contract Extension - Non Food items and Paper Supplies - Nutrition Services

OE-08

Approval by Board of Education of Resolution No. 1112-0077 - Extension of Bid Award and Contract Extension for one year for Non-Food Items and Paper Supplies to vendors listed below in the respective estimated amounts stated, for products specified in Bid No. 10-11/02:

Sysco Food Service of San Francisco, CA	- \$475,027.73
The Danielsen Company, Chico, CA	- 80,740.00
Pressed Paperboard Technologies, Bingham Farms, MI	- 60,994.50
Transilwrap Co., Inc., Carrollton, TX	- 26,088.75
CCP Industries, Cleveland, OH	- 24,805.00
The Platform Package Group, Paramount, CA	- 4,005.00
Plastic Package, Inc, Sacramento, CA	- 2,845.00

and authorizing the Superintendent of School or designee to award Purchase Order to same, pursuant to terms and conditions stated herein.

Attachments: [11-2938 - Extension of Bid Award and Contract Extension - Non Food items and Paper Supplies - Nutrition Services.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2945

Award of Bid - Harvest of the Month Produce - Pacific Rim Produce - Nutrition Services

OE-08

Adoption by the Board of Education of Resolution No. 1112-0076 - Award of Bid and Contract for Harvest of the Month Produce to Pacific Rim Produce, Oakland, CA, in an estimated amount not to exceed \$71,350.00, as the lowest responsive, responsible bidder and rejecting all other bids and authorizing the Superintendent of Schools or his designee to issue Purchase Order for such services with said successful bidder, for the 2011-2012 School Year.

Attachments: [11-2945 - Award of Bid - Harvest of the Month Produce - Pacific Rim Produce - Nutrition Services.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2960

Award of Bid - Produce - Fresh Point Produce - Nutrition Services

OE-08

Adoption by the Board of Education of Resolution No. 1112-0078 - Award of Bid and Contract - Produce - to Fresh Point Produce, Turlock, CA, in an estimated amount not to exceed \$569,150.00, as the lowest responsive, responsible bidder and rejecting all other bids and authorizing the Superintendent of Schools or his designee to issue Purchase Order for such services with said successful bidder, for the 2011-2012 School Year.

Attachments: [11-2960 - Award of Bid - Produce - Fresh Point Produce - Nutrition Services.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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11-2961

District Grant Proposal - Oakland Education Fund - Office of the Superintendent of Schools

OE-08

Approval and support by the Board of Education of District Grant Proposal to Oakland Education Fund, a field of interest fund held at the East Bay Community Foundation, Oakland, CA, to assist in the building of the foundation for a Pool Service Community School District in the following ways; 1. Creating equitable opportunities for learning by diversifying the pool students who are served in Advanced Placement classes, reducing current disparities in AP enrollment and success; 2. Ensuring high-quality instruction by providing professional development and collaboration time where AP teachers learn and share how best to present the AP curriculum, to design assignments, and to provide scaffolding so that all students in the class have access, as well as prepare for leading study sessions for after school and on Saturdays; 3. Prepare more students with assessing college and career and building full-service community schools that levers partnerships with external organizations like College Board to achieve shared goals, in the amount of \$113,625.06, for the period July 1, 2011 through June 30, 2012, and to accept same, if granted, in whole or in part, pursuant to terms and conditions thereof, and to submit amendments for the grant year, if any.

Funding Source: Oakland Education Fund

Attachments: [11-2961 - District Grant Proposal - Oakland Education Fund - Office of the Superintendent of Schools.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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**11-2962**

District Grant Proposal - Work Force Development Fund - Office of the Superintendent of Schools

OE-08

Approval and support by the Board of Education of District Grant Proposal to Workforce Development Fund, a field of interest fund held at the East Bay Community Foundation, Oakland, CA, to help District career academies to 1) identify best curriculum development practices from the strongest District Linked Learning Academies for emulation at other sites; 2) implement target recruitment of potential first-time college enrollees for Linked Learning enrollment; 3) strengthen assessment practices that focus the mastery of content knowledge, skills, acclamations work environments, and individual systems; and 4) pilot alumni tracking in the amount of \$45,400.00, for the period July 1, 2011 through June 30, 2012, and to accept same, if granted, in whole or in part, pursuant to terms and conditions thereof, and to submit amendments for the grant year, if any.

Funding Source: World Development Fund

Attachments: [11-2962 - District Grant Proposal - Work Force Development Fund - Office of the Superintendent of Schools.pdf](#)

Legislative History

11/9/2011	Finance and Human Resources Committee	Recommended Favorably
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V. Public Comments On All Non-Agenda Items Within the Subject Matter Jurisdiction of the District - Up to 45 Minutes (Continued)

This section of the agenda provides an opportunity for a member of the Public not heard under Agenda Item O, for three minutes per person, or less, depending on the number of speakers remaining, to directly address the Board, on any item of interest to a member of the Public that is not on the current agenda, but is within the subject matter jurisdiction of the Board, subject to terms and conditions stated herein. Minutes are not transferrable from speaker to speaker. A speaker will be heard under this Item only if s/he timely submitted a Speaker's Card by the time Item O of the Agenda is considered and the 45 minutes under Item O has been exhausted before being called to speak. Called cards of absent speakers during Item O are not repeated and new cards are not accepted under this item. Not more than 45 minutes shall be allocated for the purpose of this item. Likewise, as under Agenda Item O, the Board may not discuss or take any action on a non-agenda item not appearing on the posted agenda for this meeting, except the Board or staff may briefly respond to a statement made or questions posed by a member of the public, as authorized by law. In addition, on his or her own

initiative or in response to questions posed by the public, a member of the Board or its staff may ask a question for clarification, make a brief announcement, or make a brief report of personal activities.

W. Adoption of the Pupil Discipline Consent Report

Adoption of the Pupil Discipline Consent Report is the ratification of an individual case decision reached in Closed Session based on report and recommendations from the Student Safety and Services Committee (SSSC) and/or the Pupil Discipline Hearing Panel to either suspend, expel, grant a suspended expulsion, revoke a suspended expulsion order, reinstate, readmit, admit a pupil or not to do any of the preceding regarding a pupil.

11-2983	Admission Hearing - Student Q	OE-13
11-2917	Expulsion Appeal Hearing - Student A	OE-13
11-2918	Expulsion Appeal Hearing - Student B	OE-13
11-2919	Expulsion Appeal Hearing - Student C	OE-13
10-2718	Readmission Hearing - Student GG	OE-13

X. Introduction of New Legislative Matter

This section of the agenda permits the introduction of new business matter within subject matter jurisdiction of District that may be scheduled, pursuant to requirements of Board By-Law 9322, for a future meeting.

Y. Adjournment

PAYING AGENT AGREEMENT

by and between the

OAKLAND UNIFIED SCHOOL DISTRICT
ALAMEDA COUNTY, CALIFORNIA

and

U.S. BANK NATIONAL ASSOCIATION
as Paying Agent

Dated as of ____ __, 2012

Relating to the

\$ _____
OAKLAND UNIFIED SCHOOL DISTRICT
2012 GENERAL OBLIGATION REFUNDING BONDS

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PAYING AGENT AGREEMENT

This PAYING AGENT AGREEMENT, made and entered into as of ____ __, 2012, by and between [PAYING AGENT] a national banking corporation duly organized and existing under the laws of the United States of America, as paying agent (the "Paying Agent"), and the OAKLAND UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"),

W I T N E S S E T H:

WHEREAS, the Board of Education (the "Board") of the Oakland Unified School District of the County of Alameda, California (herein called the "District"), has heretofore issued the Oakland Unified School District General Obligation Bonds, Election of 2000, Series 2002 (the "2002 Bonds") in the original principal amount of \$100,000,000, pursuant to a Resolution of the Board adopted January 16, 2002, between the District and U.S. Bank National Association as paying agent (the "Paying Agent"), as supplemented by the Second Supplemental Indenture, dated as of May 1, 2004 between the District and the Paying Agent;

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and other applicable law, the District is authorized to issue refunding bonds to refund all or a portion of the 2002 Bonds;

WHEREAS, the Board has determined, by its Resolution No. __, adopted on November 16, 2011 (the "Resolution"), that it is necessary and desirable that all or a portion of the 2002 Bonds now be refunded (such refunded portion being referred to herein as the "Prior Bonds"), and has authorized by said Resolution the issuance and sale of its "Oakland Unified School District 2012 General Obligation Refunding Bonds" (herein called the "Refunding Bonds") and the execution and delivery of this Paying Agent Agreement on behalf of the District;

WHEREAS, the District has found and determined and by execution hereof so represents that the issuance of the Refunding Bonds and the defeasance of the Prior Bonds will result in a net savings in the total interest cost to maturity of the Prior Bonds, including costs of issuance of the Refunding Bonds, pursuant to Section 53552 and 53556 of the California Government Code, and that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Paying Agent Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Paying Agent Agreement;

NOW, THEREFORE, in order to secure the payment of the Refunding Bonds and the performance and observance by the District of all the covenants, agreements and conditions herein and in the Refunding Bonds contained, and in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the District and the Paying Agent hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes hereof and of any amendment hereof or supplement hereto and of the Refunding Bonds and of any certificate, opinion, request or other document mentioned herein or therein, have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Authorized District Representative” shall mean the Superintendent of the District, the Deputy Superintendent, Business Services & Operations of the District, or any other designee of the Superintendent or the Board, acting with the authority of the Superintendent.

“Board” shall mean the Board of Education of the District.

“Bondowner,” “Bondholder,” “Owner,” or “Holder” shall mean the person in whose name any Refunding Bond shall be registered.

“Bonds” shall mean the Refunding Bonds.

“Business Day” shall mean any day of the week other than a Saturday or a Sunday on which the Paying Agent is not required or authorized to remain closed, and on which the New York Stock Exchange is open for business.

“Certificate of the District.” See “Request of the District” defined herein.

“Code” shall mean the Internal Revenue Code of 1986, as the same shall be hereafter amended, and any regulations heretofore issued or which shall be hereafter issued by the United States Department of the Treasury thereunder.

“Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate executed and delivered by the District, dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“County” shall mean the County of Alameda, State of California.

“District” shall mean the Oakland Unified School District, located in the County.

“Escrow Agent” shall mean U.S. Bank National Association, as initial escrow agent under the Escrow Agreement, its successors and assigns, and any other corporation or association which may at any time be substituted in its place in accordance with the Escrow Agreement.

“Escrow Agreement” shall mean that certain agreement dated as of ____ __, 2012, by and between the District and the Escrow Agent, regarding the outstanding Prior Bonds.

“Escrow Fund” shall mean that certain fund created and maintained by the Escrow Agent pursuant to the Escrow Agreement to provide for the payment of all amounts due with respect to the Prior Bonds.

“Holder.” See “Bondowner” defined herein.

“Interest and Sinking Fund” shall mean the Interest and Sinking Fund of the District administered by the Treasurer, established pursuant to State law.

“Interest Payment Date” shall mean February 1 and August 1 of each year. The first Interest Payment Date shall be [____ 1, 2012].

“Law” shall mean Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable law.

“Order of the District.” See “Request of the District” defined herein.

“Opinion of Counsel” shall mean a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the District.

“Owner.” See “Bondowner” defined herein.

“Paying Agent” shall mean U.S. Bank National Association, as initial paying agent, registrar, and transfer agent with respect to the Refunding 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 6.02 hereof.

“Paying Agent Agreement” shall mean this agreement, by and between the District and the Paying Agent.

“Prior Bonds” shall mean that certain portion of the outstanding bonds of the District designated “Oakland Unified School District General Obligation Bonds, Election of 2000, Series 2002,” issued in the original principal amount of \$100,000,000, which are being refunded through the issuance of the Refunding Bonds, as described in the Escrow Agreement.

“Record Date” shall mean the 15th day of the month preceding any Interest Payment Date. The first Record Date shall be ____ __, 2012.

“Refunding Bonds” shall mean the Oakland Unified School District 2012 General Obligation Refunding Bonds, issued hereunder.

“Redemption Date” shall mean any date on which the Refunding Bonds or any of them are called for redemption, as provided in Article IV hereof.

“Request of the District,” “Certificate of the District,” or “Order of the District” shall mean a written request, certificate or order, respectively, authorized and signed by an Authorized District Representative.

“State” shall mean the State of California.

“Tax Certificate” shall mean the Tax Certificate concerning certain matters pertaining to the use of proceeds of the Refunding Bonds, executed and delivered by the District on the date of issuance of the Refunding Bonds, including all exhibits attached thereto, as such certificate may from time to time be modified or supplemented in accordance with the terms thereof.

“Treasurer” shall mean the Director of Finance of the County. The “Office of the Treasurer” shall mean the Office of the Director of Finance of the County, in Oakland, California.

ARTICLE II

THE REFUNDING BONDS

SECTION 2.01 Authorization; Date; Payment of Principal and Interest; Denominations. The Refunding Bonds shall be issued for the purpose of providing funds to pay and redeem the Prior Bonds, and to pay costs incurred in connection with the issuance, sale and delivery of the Refunding Bonds. The Refunding Bonds shall be issued by the District under and subject to the terms of this Paying Agent Agreement and the Law, and shall be designated as the “Oakland Unified School District 2012 General Obligation Refunding Bonds,” and shall be in the aggregate principal amount of \$_____.

The Refunding Bonds shall be dated as of December __, 2012. The Refunding Bonds shall bear interest at the respective rates shown in the table in this Section 2.01 below, payable on each Interest Payment Date, until payment of the principal amount thereof. Each Refunding Bond authenticated and registered on any date prior to the close of business on the first Record Date shall bear interest from the date of said Refunding Bond. Each Refunding Bond authenticated during the period between any Record Date and the close of business on its corresponding Interest Payment Date shall bear interest from such Interest Payment Date. Any other Refunding Bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication. If, at the time of authentication of any Refunding Bond, interest is in default on outstanding Refunding Bonds, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Refunding Bonds. Interest on the Refunding Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Refunding Bonds shall be issued in fully registered form, without coupons, in the denomination of \$5,000 principal amount or any integral multiple thereof, provided that no Refunding Bond shall mature on more than one maturity date.

The Refunding Bonds shall mature on the dates, in the principal amounts, and bear interest at the annual rates of interest, shown below:

Maturity	Principal Amount	Interest Rate
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		

The principal and any premium of the Refunding Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the office of the Paying Agent designated for the purpose pursuant to Section 6.01(b).

The interest on the Refunding Bonds shall be payable in like lawful money to the person whose name appears on the bond registration books of the Paying Agent as the Owner thereof as of the close of business on the applicable Record Date for each Interest Payment Date, whether or not such day is a Business Day. Payment of the interest on any Refunding Bond shall be made by check or draft mailed by first class mail on each Interest Payment Date (or on the following Business Day, if the Interest Payment Date does not fall on a Business Day) to such Owner at such Owner’s address as it appears on such registration books or at such address as the Owner may have filed with the Paying Agent for that purpose; or upon written request of the Owner of Bonds aggregating not less than \$1,000,000 in principal amount, given no later than the Record Date immediately preceding the applicable Interest Payment Date, by wire transfer in immediately available funds to an account maintained in the United States at such wire address as such Owner shall specify in its written notice. So long as Cede & Co. or its registered assigns shall be the registered owner of any of the Refunding Bonds, payment shall be made thereto by wire transfer as provided in Section 2.04(d) hereof.

SECTION 2.02 Form and Registration of Refunding Bonds. (a) The Refunding Bonds, the Paying Agent’s certificate of authentication and registration, and the form of assignment to appear thereon shall be in substantially the forms, respectively, attached hereto as Exhibit A, with necessary or appropriate variations, omissions and insertions as permitted or required by this Paying Agent Agreement (provided that if a portion of the text of any Refunding Bond is printed on the reverse of the bond, the following legend shall be printed on the bond: “THE PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF

AND SUCH CONTINUED PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.”).

(b) The Refunding Bonds when issued shall be registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York, and shall be initially issued as one bond for each of the maturities of the Refunding Bonds, in the principal amounts set forth in the table in Section 2.01. The Depository Trust Company is hereby appointed depository for the Refunding Bonds and registered ownership of the Refunding Bonds may not thereafter be transferred except as provided in Sections 2.04 and 2.05 hereof.

SECTION 2.03 Execution and Authentication of Refunding Bonds. The Refunding Bonds shall be signed by the manual or facsimile signature of the President of the Board and the Secretary of the Board or his or her designee. The Refunding Bonds shall be authenticated by a manual signature of a duly authorized officer of the Paying Agent.

Only such of the Refunding Bonds as shall bear thereon a certificate of authentication and registration in the form given in Appendix A hereto, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Paying Agent Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Paying Agent Agreement.

SECTION 2.04 Book-Entry System. (a) The Refunding Bonds shall be initially issued and registered as provided in Section 2.02(b) hereof. Registered ownership of the Refunding Bonds, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the outstanding Refunding Bonds by the Paying Agent, together with a Request of the District, a new Refunding Bond for each maturity shall be executed and delivered pursuant to the procedures described in the third paragraph of Section 2.05 hereof in the aggregate principal amount of the Refunding Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the outstanding Refunding Bonds by the Paying Agent together with a Request of the District, new Refunding Bonds shall be executed and delivered in such denominations numbered in the manner determined by the Paying Agent and registered in the names of such persons as are requested in such Request of the District, subject to the limitations of Section 2.01 and the receipt of such a Request of the District, and thereafter, the Refunding Bonds shall be transferred pursuant to the provisions set forth in Section 2.05 of this Paying Agent Agreement; provided, that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of fewer than 60 days.

(c) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof, notwithstanding any notice to the contrary received by the Paying Agent or the District, and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except as the owner of any Refunding Bonds.

(d) So long as the outstanding Refunding Bonds are registered in the name of Cede & Co., or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole Owner, or its registered assigns, in effecting payment of the principal of and interest on the Refunding Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available (e.g., by wire transfer) on the date they are due.

SECTION 2.05 Transfer of Refunding Bonds upon Termination of Book-Entry System. In the event that at any time the Refunding Bonds shall no longer be registered in the name of Cede & Co. as a result of the operation of Section 2.04 hereof, then the procedures contained in this Section 2.05 shall apply.

Any Refunding Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.07 hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of such Refunding Bond to the Paying Agent for cancellation at the office of the Paying Agent designated for that purpose, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Refunding Bond or Bonds shall be surrendered for transfer, the designated District officials shall execute (as provided in Section 2.03 hereof) and the Paying Agent shall authenticate and deliver a new Refunding Bond or Bonds of the same maturity, for a

like aggregate principal amount and bearing the same rate or rates of interest. The Paying Agent shall require the payment by the Bondowner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of Refunding Bonds shall be required to be made by the Paying Agent during the period from the close of business on the Record Date next preceding any Interest Payment Date or Redemption Date to and including such Interest Payment Date or Redemption Date.

SECTION 2.06 Exchange of Refunding Bonds. Refunding Bonds may be exchanged at the office of the Paying Agent designated for that purpose, for a like aggregate principal amount of Refunding Bonds of other authorized denominations of the same maturity and interest rate. The Paying Agent shall require the payment by the Bondowner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchange of Refunding Bonds shall be required to be made by the Paying Agent during the period from the close of business on the Record Date next preceding any Interest Payment Date or Redemption Date to and including such Interest Payment Date or Redemption Date.

SECTION 2.07 Bond Register. (a) The Paying Agent will keep or cause to be kept, at the place it shall designate for the purpose, sufficient books for the registration and transfer of the Refunding Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Refunding Bonds as hereinbefore provided.

(b) The Paying Agent shall assign each Refunding Bond authenticated and registered by it a distinctive letter or number, or letter and number.

ARTICLE III

ISSUANCE OF THE REFUNDING BONDS

SECTION 3.01 Delivery of Refunding Bonds. The Paying Agent is hereby authorized to authenticate and deliver the Refunding Bonds to or upon the written Request of the District.

SECTION 3.02 Application of Proceeds of Sale of Refunding Bonds. Upon the delivery of the Refunding Bonds to the initial purchaser thereof and the receipt from said initial purchaser by the Paying Agent as agent of the Treasurer of the purchase price of the Refunding Bonds in the amount of \$_____ (consisting of the par amount thereof, plus the original issue premium of \$_____ less the underwriter's discount of \$_____), [and upon receipt from the Treasurer of funds on deposit in the Interest and Sinking Fund of the District for payment of debt service on the Prior Bonds in the amount of \$_____, the District shall cause said amounts to be deposited with the Paying Agent in the "funding fund" for the Refunding Bonds], and the Paying Agent shall deposit (or transfer) said amount as follows:

- (i) \$_____ to the Escrow Fund created pursuant to the Escrow Agreement, which is held by [Escrow Agent] as Escrow Agent thereunder;
- (ii) \$_____ to the Oakland Unified School District 2012 General Obligation Refunding Bonds Costs of Issuance Account, which is hereby created and which shall be held and administered by the Paying Agent hereunder.

Amounts deposited in the Costs of Issuance Account shall be paid on the written Order of the District. On _____, 2012, the 180th day following the date of issue of the Refunding Bonds, or upon prior written Order of the District, the Paying Agent shall transfer any remaining amounts in the Costs of Issuance Fund to the Treasurer for deposit in the Interest and Sinking Fund of the District.

Funds held by the Paying Agent in the Costs of Issuance Account hereunder shall be invested as provided in a costs of issuance custodian agreement by and between the District and the Paying Agent.

ARTICLE IV

REDEMPTION OF THE REFUNDING BONDS

SECTION 4.01 Terms of Redemption. (a) Optional Redemption. Refunding Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective stated maturity dates. Refunding Bonds maturing on and after August 1, 20__, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date, on or after August 1, 20__. Refunding Bonds shall be redeemed at a price equal to 100% of the principal amount thereof, together with interest accrued thereon to the date of redemption, without premium.

(b) Selection of Bonds for Redemption. If less than all of the Refunding Bonds are called for redemption, Refunding Bonds shall be redeemed in inverse order of maturities (or as otherwise directed by the District), and if less than all of the Refunding Bonds of any given maturity are called for redemption, the portions of Bonds of a given maturity to be redeemed shall be determined by lot.

(c) Notice of Redemption. Notice of redemption of any Refunding Bonds shall be given by the Paying Agent. Notice of any redemption of Refunding Bonds shall be mailed postage prepaid, not less than 20 nor more than 60 days prior to the redemption date (i) by first class mail to the respective Owners thereof at the addresses appearing on the bond registration books described in Section 2.07, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall contain all of the following information:

- (i) the date of such notice;

- (ii) the name of the Refunding Bonds and the date of issue of the Refunding Bonds;
- (iii) the redemption date;
- (iv) the redemption price;
- (v) the dates of maturity of the Refunding Bonds to be redeemed;
- (vi) (if less than all of the Refunding Bonds of any maturity are to be redeemed) the distinctive numbers of the Refunding Bonds of each maturity to be redeemed;
- (vii) (in the case of Refunding Bonds redeemed in part only) the respective portions of the principal amount of the Refunding Bonds of each maturity to be redeemed;
- (viii) the CUSIP number, if any, of each maturity of Refunding Bonds to be redeemed;
- (ix) a statement that such Refunding Bonds must be surrendered by the Owners at the office of the Paying Agent designated by the Paying Agent for such purpose; and
- (x) notice that further interest on such Refunding Bonds will not accrue after the designated redemption date.

(d) Effect of Notice. A certificate of the Paying Agent or the District that notice of call and redemption has been given to Owners and to the appropriate securities depositories and information services as herein provided shall be conclusive as against all parties. The actual receipt by the Owner of any Refunding Bond or by any securities depository or information service of notice of redemption shall not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, shall not affect the validity of the proceedings for the redemption of such Refunding Bonds or the cessation of interest on the date fixed for redemption. Inclusion of CUSIP numbers in any notice of redemption shall not constitute a representation by the District or the Paying Agent as to the accuracy thereof and the notice may so state.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Refunding Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Refunding Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Refunding Bonds at the place specified in the notice of redemption, such Refunding Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Refunding Bonds so called for redemption after such redemption date shall look for the payment of such Refunding Bonds and the redemption premium thereon, if any, only to

the Interest and Sinking Fund or the escrow fund established for such purpose. All Refunding Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(e) Right to Rescind Notice. The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Refunding Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the interest and sinking fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Refunding Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Refunding Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(f) Conditional Notice. Any notice of optional redemption delivered hereunder may be conditioned on any fact or circumstance stated therein, and if such condition shall not have been satisfied on or prior to the redemption date stated in such notice, said notice shall be of no force and effect on and as of the stated redemption date, the redemption shall be cancelled, and the District shall not be required to redeem the Bonds that were the subject of the notice. The Paying Agent shall give notice of such cancellation and the reason therefor in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such cancellation shall not be a condition precedent to cancellation, and failure to receive such notice or any defect in such notice shall not affect the validity of the cancellation.

(g) Redemption Fund. Prior to or on the redemption date of any Refunding Bonds there shall be available in the Interest and Sinking Fund of the District, or held in trust for such purpose as provided by law, moneys for the purpose and sufficient to redeem, at a price equal to 100% of the principal amount thereof, without premium, the Refunding Bonds designated in said notice of redemption. Such moneys so set aside in any such escrow fund shall be applied on or after the redemption date solely for payment of principal of and premium, if any, on the Refunding Bonds to be redeemed upon presentation and surrender of such Refunding Bonds, provided that all moneys in the Interest and Sinking Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Interest and Sinking Fund of the District, unless otherwise provided for to be paid from such escrow. If, after all of the Refunding Bonds have been redeemed and cancelled or paid and cancelled, there are moneys remaining in the Interest and Sinking Fund of the District or otherwise held in trust for the payment of redemption price of the Refunding Bonds, said moneys shall be held in or returned or transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from said fund; provided, however, that if said moneys are part of the proceeds of bonds of the District, said moneys shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

(h) Defeasance of Refunding Bonds. If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of all outstanding Refunding Bonds all of the principal, interest and premium, if any, represented by Refunding Bonds at the times and in the manner provided herein and in the Refunding Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation to levy taxes for payment of the Refunding Bonds as described in Section 5.02 hereof, and such obligation and all agreements and covenants of the District to such Owners hereunder and under the Refunding Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Refunding Bonds, but only out of moneys on deposit in the Interest and Sinking Fund or otherwise held in trust for such payment; and provided further, however, that the provisions of Section 6.07 hereof shall apply in all events.

For purposes of this section, the District may pay and discharge any or all of the Refunding Bonds by depositing in trust with the Paying Agent or an escrow agent at or before maturity, money or non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available moneys then on deposit in the Interest and Sinking Fund of the District, be fully sufficient in the opinion of a certified public accountant licensed to practice in the State to pay and discharge the indebtedness on such Refunding Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

ARTICLE V

COVENANTS OF THE DISTRICT

SECTION 5.01 Payment of Principal and Interest. On or prior to the date any payment is due in respect of the Refunding Bonds, the District will cause moneys to be deposited with the Paying Agent sufficient to pay the principal and the interest (and premium, if any) to become due in respect of all Refunding Bonds outstanding on such payment date. When and as paid in full, and following surrender thereof to the Paying Agent, all Refunding Bonds shall be cancelled by the Paying Agent, and thereafter they shall be destroyed. The Paying Agent hereby acknowledges, and the Treasurer by acknowledgement of this Paying Agent Agreement hereby acknowledges, that pursuant to the general laws of the State of California, the obligation to levy and collect taxes for the payment of the Refunding Bonds, and to pay principal and interest on the Refunding Bonds when due, are legal obligations of the County and the Treasurer and shall be performed by the Treasurer.

SECTION 5.02 Obligation to Levy Taxes for Payment of Bonds. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The District shall take all steps required by law and by the County to ensure that the Board of Supervisors shall annually levy a tax upon all taxable property in the District

sufficient to redeem the Refunding Bonds, and to pay the principal, redemption premium, if any, and interest thereon as and when the same become due. The District is not obligated to pledge and pledges no moneys hereunder other than as provided for and required by the Law.

SECTION 5.03 Validity of Refunding Bonds. The recital contained in the Refunding Bonds that the same are regularly issued pursuant to the Law shall be conclusive evidence of their validity and of compliance with the provisions of the Law in their issuance.

SECTION 5.04 Further Assurances. The District will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Bondowners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Paying Agent Agreement.

SECTION 5.05 Tax Covenants. (a) The District covenants that it shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Refunding Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District covenants that it will comply with the requirements of the Tax Certificate. This covenant shall survive payment in full or defeasance of the Refunding Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Paying Agent or the Treasurer on behalf of the District, the District shall so instruct the Paying Agent or Treasurer in writing.

(c) Notwithstanding any provision of this Section, if the District shall obtain and provide to the Paying Agent or the Treasurer, as appropriate, an Opinion of Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Refunding Bonds, the Paying Agent and Treasurer may conclusively rely on such Opinion of Counsel in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01 Appointment; Acceptance; Designated Office. (a) Appointment and Acceptance of Duties. [Paying Agent] is hereby appointed Paying Agent, and hereby accepts and agrees to perform the duties and obligations of the Paying Agent, registrar and transfer agent specifically imposed upon it by this Paying Agent Agreement, and no implied duties shall be read into this Paying Agent Agreement against the Paying Agent.

The Paying Agent is hereby authorized and hereby agrees to pay or redeem the Refunding Bonds when duly presented for payment at maturity, or on prior redemption, and to

cancel all Refunding Bonds upon payment thereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Refunding Bonds paid and discharged.

(b) Office of the Paying Agent. The Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Bonds. If no office is so designated for a particular purpose, such functions shall be conducted at the office of [Paying Agent] in Los Angeles, California, or the principal corporate trust office of any successor Paying Agent.

SECTION 6.02 Resignation, Removal, Replacement of Paying Agent. The Paying Agent may at any time resign by giving written notice to the District and the County of such resignation, whereupon the Treasurer shall promptly appoint a successor Paying Agent by the resignation date. Resignation of the Paying Agent will be effective 45 days after notice of the resignation is given as stated above or upon appointment of a successor Paying Agent, whichever first occurs. The Treasurer may at any time remove the Paying Agent and any successor Paying Agent by an instrument given in writing, with copy to the District. After removal or receiving a notice of resignation of the Paying Agent, the Treasurer may appoint a temporary Paying Agent or temporarily assume the duties of the Paying Agent to replace the former Paying Agent until the Treasurer appoints a successor Paying Agent. Any such temporary Paying Agent so appointed by the Treasurer shall immediately and without further act be superseded by the successor Paying Agent upon the appointment of and acceptance thereof by such successor.

SECTION 6.03 Protection of Paying Agent. The Paying Agent hereby agrees, provided sufficient immediately available funds have been provided to it for such purpose by or on behalf of the District, to use the funds deposited with it solely for payment of the principal of and interest on the Refunding Bonds as the same shall become due or become subject to earlier redemption.

SECTION 6.04 Reliance on Documents, Etc.

(a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the District.

(b) The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Paying Agent Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or

parties. The Paying Agent need not examine the ownership of any Refunding Bond, but is protected in acting upon receipt of Refunding Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Bondowner or agent of the Bondowner.

(e) The Paying Agent may consult with counsel, and the written advice of such counsel or any Opinion of Counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

SECTION 6.05 Recitals of District. The recitals contained herein and in the Refunding Bonds shall be taken as the statements of the District, and the Paying Agent assumes no responsibility for their correctness.

SECTION 6.06 Paying Agent May Own Bonds. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of Refunding Bonds with the same rights it would have if it were not the Paying Agent for the Refunding Bonds.

SECTION 6.07 Money Held by Paying Agent; Unclaimed Moneys. Money held by the Paying Agent hereunder may be commingled with other funds held by the Paying Agent, but shall be separately accounted for. Except as otherwise provided herein, the Paying Agent shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money held in any fund created pursuant to this Paying Agent Agreement, or held by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from said fund; or, if no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 6.08 Other Transactions. The Paying Agent may engage in or be interested in any financial or other transaction with the District.

SECTION 6.09 Interpleader. The Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

SECTION 6.10 Indemnification. The District shall indemnify the Paying Agent, its officers, directors, employees, and agents (“Indemnified Parties”) for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Paying Agent’s acceptance or administration of the Paying Agent’s duties hereunder or under the

Refunding Bonds (except any loss, liability or expense as may be adjudicated by a court of competent jurisdiction to be attributable to the Paying Agent's negligence or willful misconduct), including without limitation the cost and expense (including its counsel fees and disbursements, including the allocated costs and disbursements of internal counsel) of defending itself against any claim or liability (except such action as may be brought against the Paying Agent by the District, unless the Paying Agent did not commit willful misconduct or negligence) in connection with the exercise or performance of any of its powers or duties under this Paying Agent Agreement. The provisions of this Section 6.10 shall survive termination of this Paying Agent Agreement and shall continue for the benefit of any Paying Agent after its resignation as Paying Agent hereunder.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 Counterparts. This Paying Agent Agreement may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

SECTION 7.02 Continuing Disclosure. The District hereby covenants and agrees that it shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Paying Agent Agreement, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder; provided that any Owner or Beneficial Owner (as defined below) may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. For purposes of this section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Refunding Bonds (including persons holding Refunding Bonds through nominees, depositories or other intermediaries).

SECTION 7.03 Notices. Unless otherwise specified herein, all notices, statements, orders, requests or other communications hereunder by any party to another shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or if given by fax, electronically, or other means of written communication and confirmed by mail:

If to the District:

Oakland Unified School District
1025 Second Avenue, Room 301
Oakland CA 94606
Attn: Deputy Superintendent, Business Services &
Operations

If to the County:

County of Alameda
1221 Oak Street, Room 131
Oakland, CA 94612
Attn: Treasurer-Tax Collector

If to the Paying Agent:

U.S. Bank National Association
One California Street, Suite 1000
San Francisco, CA 94111
Attn: Corporate Trust

SECTION 7.04 Governing Law. This Paying Agent Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this PAYING AGENT AGREEMENT, relating to the OAKLAND UNIFIED SCHOOL DISTRICT 2012 General Obligation Refunding Bonds, to be duly executed by their officers duly authorized as of the date first written above.

OAKLAND UNIFIED SCHOOL DISTRICT

By _____
Authorized District Representative

[PAYING AGENT] as Paying Agent

By _____
Authorized Officer

Acknowledged:

Director of Finance
County of Alameda

EXHIBIT A
[FORM OF BOND]

Number UNITED STATES OF AMERICA Amount
R-___ STATE OF CALIFORNIA \$ _____
ALAMEDA COUNTY

OAKLAND UNIFIED SCHOOL DISTRICT
2012 General Obligation Refunding Bonds

Interest Rate	Maturity Date	Dated as of	CUSIP NO.
____%	_____ 1, ____	_____ __, 2012	_____

Registered Owner: CEDE & CO.

Principal Sum: _____ DOLLARS

Oakland Unified School District of Alameda County, State of California (herein called the "District"), acknowledges itself obligated to and promises to pay to the registered owner identified above or registered assigns, but only from taxes collected by the County of Alameda (the "County") for such purpose pursuant to Section 15250 of the Education Code of the State of California, on the maturity date set forth above or upon redemption prior thereto, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money at the interest rate per annum stated above, computed on the basis of a 360-day year of twelve 30-day months, payable on February 1 and August 1 of each year, commencing ____ __ 20__, until payment of said principal sum. If this bond is authenticated and registered on any date prior to the close of business on ____ 15, 2012, it shall bear interest from the date hereof. If authenticated during the period between any Record Date (defined as the 15th day of the month preceding an interest payment date) and the close of business on its corresponding interest payment date, it shall bear interest from such interest payment date. Otherwise, this bond shall bear interest from the interest payment date immediately preceding the date of its authentication.

The principal hereof is payable to the registered owner hereof upon the surrender hereof at the place or places designated for the purpose by the paying agent/registrar and transfer agent of the District (herein called the "Paying Agent"), initially, U.S. Bank National Association. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the registered owner hereof as of the close of business on the Record Date preceding each interest payment date, whether or not such day is a business day, such interest to be paid by check mailed to such registered owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Bonds (hereinafter defined) aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer to an account maintained in the United States as specified by the owner in such request. So long as Cede & Co. or its registered assigns shall be the registered owner of this bond, payment shall be made by wire transfer as provided in the Resolution hereinafter described.

This bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, maturities and redemption provisions), amounting in the aggregate to \$_____, designated as "Oakland Unified School District 2012 General Obligation Refunding Bonds" (the "Bonds"), issued for the purpose of refunding and redeeming certain outstanding bonds of the District. The Bonds were authorized by a resolution approved by the Board of Education of the District (the "Board") on _____, 2012 (the "Resolution") and are issued and sold pursuant to a Paying Agent Agreement (the "Paying Agent Agreement"), dated as of _____, 2012, between the District and the Paying Agent. The Bonds are issued and sold by the District pursuant to and in strict conformity with the provisions of the Paying Agent Agreement and of the Constitution and laws of California, specifically under the authority of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

The Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 principal amount or any integral multiple thereof, provided that no Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Paying Agent Agreement, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate of other authorized denominations.

This bond is transferable by the registered owner hereof, in person or by attorney duly authorized in writing, at said office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Paying Agent Agreement, and upon surrender and cancellation of this bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations for the same maturity, interest rate, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Paying Agent Agreement and as shown in the attached Redemption Schedule. If this bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Board hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this bond, is within the limit provided by law, that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this bond have been done and performed in strict conformity with the laws authorizing the issuance of this bond, that this bond is in the form prescribed by order of this Board duly made and entered on its minutes and shall be payable out of the Interest and Sinking Fund of the District, and the money for the payment of the principal of this bond, premium, if any, and the payment of interest hereon, shall be raised by taxation upon the taxable property of said District.

This bond shall not be entitled to any benefit under the Paying Agent Agreement, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF the Board of Education of the Oakland Unified School District has caused this OAKLAND UNIFIED SCHOOL DISTRICT 2012 GENERAL OBLIGATION REFUNDING BOND to be signed by facsimile signatures of its President and of the Secretary of the Board.

President of the Board of Education of the
Oakland Unified School District

Secretary of the Board of Education
Oakland Unified School District

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the OAKLAND UNIFIED SCHOOL DISTRICT 2012 General Obligation Refunding Bonds described in the within-mentioned Paying Agent Agreement authenticated and registered on _____.

[PAYING AGENT] as Paying Agent/Registrar and Transfer Agent

By _____
Authorized Officer

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate 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 herein.

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent/Registrar and Transfer Agent with full power of substitution in the premises.

I.D. Number

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

Dated: _____

Signature Guarantee:

Notice: Signature must be guaranteed by an eligible guarantor institution.

REDEMPTION SCHEDULE

OAKLAND UNIFIED SCHOOL DISTRICT
2012 General Obligation Refunding Bonds

Optional Redemption. [To Come]

Mandatory Sinking Fund Redemption. [To Come]

BOND PURCHASE CONTRACT

\$ _____

OAKLAND UNIFIED SCHOOL DISTRICT
2012 GENERAL OBLIGATION REFUNDING BONDS

_____, 2012

Board of Education
Oakland Unified School District

Ladies and Gentlemen:

The undersigned J.P. Morgan Securities LLC, as representative of itself, Siebert Branford Shank & Co., LLC and Piper Jaffray & Co. (collectively, the "Underwriter"), hereby offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Board of Education of the Oakland Unified School District (the "District"), acting through its Authorized District Representative. The offer made hereby is subject to acceptance by the District by execution and delivery of this Purchase Contract to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, but it shall be irrevocable until such time as it is sooner accepted or rejected by the District. Upon acceptance of this offer by the District in accordance with the terms hereof, this Purchase Contract will be binding upon the District and upon the Underwriter.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, covenants and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the District for offering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the \$_____ aggregate principal amount of the Oakland Unified School District 2012 General Obligation Refunding Bonds (the "Refunding Bonds"), at the Purchase Price of \$_____, which has been computed as the aggregate principal amount of the Refunding Bonds (\$_____) plus net original issue premium thereon (\$_____), less underwriter's discount (\$_____). The true interest cost for the Refunding Bonds is ____%. The Underwriter's discount is __%.

2. The Refunding Bonds. The Refunding Bonds shall be issued pursuant to Section 53583 and following of the Government Code of the State of California, and in accordance with Resolution No. __ of the Board of Education of the District, adopted on _____, 2011 (the "Resolution"), and pursuant to the terms of that certain Paying Agent Agreement dated as of _____ 1, 2012, to be entered into by and between the District and [Paying Agent], as

paying agent (the "Paying Agent") (the "Paying Agent Agreement") with respect to the Refunding Bonds. The Refunding Bonds shall conform in all respects to the terms and provisions set forth in the Resolution, the Paying Agent Agreement, and in Appendix A to this Purchase Contract.

The Refunding Bonds shall be dated the date of delivery, expected to be ____ __, 2012, shall mature on August 1 in each of the years, in the principal amounts, and pay interest at the rates shown in Appendix A. Interest on the Refunding Bonds shall be payable on [August] 1, 2012, and thereafter on February 1 and August 1 in each year until maturity or prior redemption.

The Refunding Bonds shall be subject to optional and mandatory sinking fund redemption on the terms and at the times shown in Appendix A.

The Refunding Bonds shall otherwise be as described in the preliminary Official Statement of the District with respect thereto, dated ____ __, 2012, as supplemented on ____ __, 2012 (the "Preliminary Official Statement").

One fully registered certificate for each maturity of the Refunding Bonds will be prepared and delivered as described in Section 8 hereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, NY ("DTC"), and will be made available to the Underwriter for inspection at such place as may be mutually agreed to by the Underwriter and the District, not less than one business day prior to the Closing Date, as defined in Section 8 hereof. The Underwriter shall order CUSIP identification numbers and the District shall cause such CUSIP identification numbers to be printed on the Refunding Bonds, but neither the failure to print such number on any Refunding Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Refunding Bonds in accordance with the terms of this Purchase Contract.

3. Offering. The Underwriter hereby certifies that it has made a bona fide public offering of all the Refunding Bonds as of the date hereof at the prices shown in the table attached to Appendix A hereto. On or prior to the Closing Date, the Underwriter shall provide the District with information regarding the prices at which a representative portion of each maturity of the Refunding Bonds were sold to the public, in such form as the District may reasonably request, for purposes of determining the yield on the Refunding Bonds.

The District hereby ratifies, approves and confirms the distribution of this Purchase Contract, the Resolution, the Paying Agent Agreement, and the Preliminary Official Statement of the District with respect to the Refunding Bonds, in connection with the public offering and sale of the Refunding Bonds by the Underwriter.

The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement, and hereby agrees that it will provide, consistent with the requirements of Municipal Securities Rulemaking Board ("MSRB") Rule G-32, for the delivery of a copy of the final Official Statement describing the Refunding Bonds, dated the date hereof (the "Official Statement"), to each customer who purchases any Refunding Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and to deliver a copy of the Official Statement to EMMA on or before the Closing Date, and otherwise to comply with all

applicable statutes and regulations in connection with the offering and sale of the Refunding Bonds, including, without limitation, MSRB Rule G-32 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission (“Rule 15c2-12”).

The Underwriter hereby agrees that prior to the time the final Official Statement is available, the Underwriter will send to any potential purchaser of the Refunding Bonds, upon request, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The District will deliver to the Underwriter within 7 business days from the date hereof, an electronic copy of the Official Statement along with as many physical copies as the Underwriter shall reasonably request (not to exceed 150) to follow in a reasonable amount of time thereafter, signed by the Authorized District Representative, substantially in the form of the Preliminary Official Statement with such changes thereto as shall be approved by the Underwriter, which approval shall not be unreasonably withheld.

4. Representations and Agreements of the District. The District represents to and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing:

(a) The District is a school district duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The District has full legal right, power and authority to enter into this Purchase Contract, to adopt the Resolution, to enter into the Paying Agent Agreement, and to observe and perform the District’s covenants and agreements contained herein and therein.

(c) The District has duly adopted the Resolution in accordance with the laws of the State of California; the Resolution is in full force and effect and has not been amended, modified or rescinded, and all representations of the District set forth in the Resolution are true and correct; the District has duly authorized and approved the execution and delivery of, and the observance and performance by the District of its covenants and agreements contained in the Refunding Bonds and this Purchase Contract; and the District has complied, and will at the Closing be in compliance in all respects, with its obligations in connection with the issuance of the Refunding Bonds contained in this Purchase Contract, the Resolution, the Paying Agent Agreement, and the Refunding Bonds.

(d) The District represents to the Underwriter that the Preliminary Official Statement has been “deemed final” by the District as of its date within the meaning of paragraph (a)(2) of Rule 15c2-12, except for the omission of some or all of such information the omission of which is permitted under Rule 15c2-12.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date will not, and if supplemented or amended, as of the date of any such supplement or amendment, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; excluding in each case any information contained therein relating to DTC or its book-entry only system; CUSIP numbers of the Refunding Bonds;

information contained therein describing the investment policy of the County of Alameda, its current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the Treasurer-Tax Collector of the County of Alameda); information provided by the Underwriter regarding CUSIP numbers or the prices or yields at which the Refunding Bonds were re-offered to the public, as to all of which the District expresses no view. The District disclaims any obligation after the date of Closing to update the Preliminary Official Statement and the Official Statement.

(f) The District agrees that, for a period of 25 days after the end of the “underwriting period” (as defined in Rule 15c2-12), if any event of which it has actual knowledge occurs which might cause the information in the Official Statement as then in existence to contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading, the District shall promptly notify the Underwriter in writing of the circumstances and details of such event. If, as a result of such event or any other event, it is necessary, in the reasonable opinion of the Underwriter, to amend or supplement the Official Statement so that the Official Statement does not contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading, and if the Underwriter shall have so advised the District, the District shall forthwith cooperate with the Underwriter in the prompt preparation and furnishing to the Underwriter, at the expense of the District, of a reasonable number of copies of an amendment of or a supplement to the Official Statement, in form and substance satisfactory to the Underwriter, which will so amend or supplement the Official Statement so that, as amended or supplemented, it will not contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading. The District shall promptly advise the Underwriter of the commencement of any action, suit, proceeding, inquiry or investigation seeking to prohibit, restrain or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Certificates. Unless the Underwriter otherwise advises the District that the end of the underwriting period shall be another specified date, the end of the underwriting period shall be the Closing Date.

(g) The District will undertake, pursuant to the Paying Agent Agreement and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

(h) The District has, and has had, no financial advisory relationship with the Underwriter with respect to the Refunding Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

(i) The transaction contemplated by this Agreement is an arm’s length, commercial transaction between the District and the Underwriter in which the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the District.

(j) The Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters).

(k) The Underwriter is acting solely in its capacity as underwriter for their own accounts.

(l) The only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Agreement.

(m) The District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(n) The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(o) The financial statements of, and other financial information regarding the District, in the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. The District is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

5. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it, and the undersigned officer of the Underwriter is duly authorized to sign this Purchase Contract on behalf of the Underwriter and to bind the Underwriter hereby.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Refunding Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter has reasonably determined that the District's undertaking pursuant to Sections 4(f) and 6(a)(9) hereof to provide continuing disclosure with respect to the Refunding Bonds is sufficient to effect compliance with Rule 15c2-12.

6. Conditions to Closing. (a) At or before Closing, and contemporaneously with the acceptance of delivery of the Refunding Bonds, the District will provide to the Underwriter:

(1) a certificate, signed by an official of the District, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best of the knowledge of said official, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition or affairs of the District which would make it unreasonable for the purchaser of the Refunding Bonds to rely upon the Official Statement in connection with the resale of the Refunding Bonds; excluding in each case any information contained therein relating to DTC or its book-entry only system; information contained therein describing the investment policy of the County of Alameda, its current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the Treasurer-Tax Collector of the County of Alameda); information provided by the Underwriter regarding CUSIP numbers or the prices or yields at which the Refunding Bonds were re-offered to the public, as to all of which the District expresses no view.

(2) a certificate, signed by an official of the County of Alameda, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best of the knowledge of said official, solely with respect to the information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer-Tax Collector), contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(3) a certificate, signed by an official of the District (or an opinion of counsel to the District), confirming to the Underwriter that, as of the date of this Purchase Contract and at the time of Closing, there is no litigation pending, with service of process completed, or, to the best of the knowledge of said person, threatened, concerning the validity of the Refunding Bonds, the levy of taxes to repay the Refunding Bonds or the application of tax proceeds to that purpose, the corporate existence of the District, or the entitlement of the officers of the District who have signed the Refunding Bonds and the various certificates and agreements of the District relating to the issuance and sale of Refunding Bonds, to their respective offices.

(4) a certificate or certificates, signed by an official of the District, confirming to the Underwriter that as of the Closing Date all of the representations of the District contained in this Purchase Contract are true, and that the Resolution is in full force and effect and has not been amended, modified or rescinded.

(5) the verification report of a certified public accountant licensed to practice in the State of California verifying the sufficiency of the escrow deposits to provide for payment of the bonds to be refunded, in compliance with applicable laws of the State.

(6) the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel with respect to the issuance of the Refunding Bonds (“Bond Counsel”), addressed to the District, approving the validity of the Refunding Bonds, substantially in the form set forth as Appendix C to the Official Statement.

(7) the duly executed Tax Certificate of the District, dated the date of Closing, in form satisfactory to Bond Counsel.

(8) the receipt of the District or its agent confirming payment by the Underwriter of the Purchase Price of the Refunding Bonds.

(9) the continuing disclosure certificate of the District, in substantially the form attached to the Preliminary Official Statement.

(10) a certified copy of the adopted Resolution.

(11) an executed copy of the Paying Agent Agreement.

(12) an executed copy of this Purchase Contract.

(13) an executed copy of the Official Statement.

(14) an executed copy of an escrow agreement, providing for the irrevocable deposit of the proceeds of the Refunding Bonds to pay the Prior Bonds.

(15) the letter of Standard & Poor’s Ratings Services to the effect that such rating agency has rated the Refunding Bonds “[]” (or such other equivalent rating as such rating agency may give), and that such rating has not been revoked or downgraded.

(16) Such additional opinions, certificates, and documents as Bond Counsel or the Underwriter may reasonably request to evidence the truth and correctness, as of the Closing Date, of the representations of the parties contained herein, and of the District contained in the Official Statement, and the due performance or satisfaction by the parties at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

(b) At or before Closing, and contemporaneously with the acceptance of delivery of the Refunding Bonds and the payment of the Purchase Price thereof, the Underwriter will provide to the District:

(1) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, confirming delivery of the Refunding Bonds to the Underwriter and the satisfaction of all conditions and terms of this Purchase Contract by the District, and confirming to the District that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Contract are true, complete and correct in all material respects.

(2) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Refunding Bonds have been reoffered to the public, as described in Section 3 hereof.

7. Termination. (a) *By District.* In the event of the District's failure to deliver the Refunding Bonds at the Closing, or inability of the District to satisfy the conditions to the obligations of the Underwriter contained herein (unless waived by the Underwriter), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate.

(b) *By Underwriter.*

(1) *Excused.* The Underwriter may terminate this Purchase Contract, without any liability therefor, by notification to the District if as of the Closing Date any of the following shall have had a material adverse effect on the marketability or market price of the Refunding Bonds, in the reasonable opinion of the Underwriter, upon consultation with the District:

(A) There shall have occurred and be continuing the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California;

(B) There shall be in force a general suspension of trading or other material restrictions not in force as of the date hereof on the New York Stock Exchange or other national securities exchange;

(C) Legislation shall have been enacted by the Congress of the United States, or passed by and still pending before either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to and still pending before either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, or a ruling or regulation shall have been issued by the U.S. Treasury, with respect to federal taxation of interest received on securities of the general character of the Refunding Bonds, or legislation shall have been enacted by the State of California which renders interest on the Refunding Bonds not exempt from State of California personal income taxes, which in the reasonable opinion of the Purchaser materially adversely affects the marketability or market price of the Refunding Bonds;

(D) Legislation shall have been enacted, or a decision of a court of the United States shall have been rendered or any action shall have been taken by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Refunding Bonds to be registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or the Resolution or the Paying Agent Agreement to be qualified under the Trust Indenture Act of 1939, as amended;

(E) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose and there shall be in effect, as to the Refunding Bonds or obligations of the general character of the Refunding Bonds, any material restrictions not now

in force, or increase materially those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, underwriters;

(F) Congress shall have made a formal declaration of war, or the President of the United States shall have ordered a new major engagement in or escalation of military hostilities, or there shall have occurred a declared national emergency that interrupts or causes disorder to the operation of the financial markets in the United States for a period of more than 30 days.

(G) Any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(H) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the District's obligations;

(I) There shall have occurred any material adverse change to the financial position of the District.

(2) *Unexcused.* In the event the Underwriter shall fail (other than for a reason permitted by this Purchase Contract) to pay for the Refunding Bonds upon tender of the Refunding Bonds at the Closing, the Underwriter shall have no right in or to the Refunding Bonds.

8. Closing. At or before 9:00 a.m., California time, on ____ __, 2012, or at such other date and time as shall have been mutually agreed upon by the District and the Underwriter, the District will deliver or cause to be delivered to the Underwriter the Refunding Bonds in book-entry form duly executed by the District, together with the other documents described in Section 6(a) hereof; and the Underwriter will accept such delivery and pay the Purchase Price of the Refunding Bonds as set forth in Section 1 hereof in immediately available funds by federal funds wire, in an aggregate amount equal to such Purchase Price, plus accrued interest, if any, on the Refunding Bonds from the date thereof to the date of such payment, and shall deliver to the District the other documents described in Section 6(b) hereof, as well as any other documents or certificates Bond Counsel shall reasonably require.

Payment for the delivery of the Refunding Bonds as described herein shall be made to the Paying Agent on behalf of the District in Los Angeles, California, or at such other place as shall have been mutually agreed upon by the District and the Underwriter. The Refunding Bonds will be delivered through the facilities of DTC in New York, New York, or at such other place as shall have been mutually agreed upon by the District and the Underwriter. All other documents to be delivered in connection with the delivery of the Refunding Bonds shall be delivered at the offices of Orrick, Herrington & Sutcliffe LLP, San Francisco, California. Such payment and delivery is herein called the "Closing" and the date thereof the "Closing Date."

9. Expenses. (a) The District shall pay the expenses incident to the performance of its obligations hereunder from the proceeds of the Refunding Bonds (or from any other source of available funds of the District) which expenses include: (i) the cost of the

preparation and reproduction of the Resolution and the Paying Agent Agreement; (ii) the fees and disbursements of District counsel; (iii) the fees and disbursements of Bond and Disclosure Counsel; (iv) the costs of the preparation, printing and delivery of the Refunding Bonds; (v) the costs of the preparation, printing and delivery of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto in the quantity requested by the Underwriter in accordance herewith; (vi) initial rating fees of Standard & Poor's; (vii) fees and expenses of the Paying Agent for the Refunding Bonds; (viii) fees and expenses of the Escrow Agent with respect to the Prior Bonds; (ix) fees and expenses of the Financial Advisor; (x) fees of the escrow Bidding Agent; and (xi) fees and expenses of the Verification Agent. The District shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriters which are incidental to implementing this Bond Purchase Contract and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs.

(b) All other costs and expenses incurred by the Underwriter as a result of or in connection with the purchase of the Refunding Bonds and their public offering and distribution shall be borne by the Underwriter, including, but not limited to (i) clearing house fees; (ii) DTC fees; (iii) CUSIP fees; (iv) fees required to be paid to the California Debt and Investment Advisory Commission ("CDIAC"); (v) fees payable to The Securities Industry and Financial Markets Association (SIFMA); (vi) MSRB fees; and (vii) costs or fees of qualifying the Refunding Bonds for offer and sale in various states chosen by the Underwriter and the costs or fees of preparing Blue Sky or legal investment memoranda to be used in connection therewith.

10. Notices. Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the introductory paragraph hereof) may be given to the District by delivering the same in writing to the District at the address given below, and may be given to the Underwriter by delivering the same in writing to the address of the Underwriter set forth in Appendix A, or such other address as the District or the Underwriter may designate by notice to the other party.

To the District: Oakland Unified School District
 1025 Second Ave. Room 301
 Oakland, CA 94606
 Attn: Deputy Superintendent, Business Services &
 Operations

To the Underwriter: J.P. Morgan Securities LLC
 560 Mission St. Suite 300
 San Francisco, CA 94105
 Attn: Managing Director

11. Governing Law. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

12. Parties in Interest. This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter, and is solely for the benefit of the District and the Underwriter (including the

successors or assigns thereof). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Purchase Contract of each of the parties hereto shall remain operative and in full force and effect, regardless of (a) delivery of and payment for the Refunding Bonds hereunder, or (b) any termination of this Purchase Contract.

13. Headings. The headings of the paragraphs and sections of this Purchase Contract are inserted for convenience of reference only and shall not be deemed to be a part hereof.

14. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Authorized District Representative, and shall be valid and enforceable at the time of such acceptance.

15. Counterparts. This Purchase Contract, for the purchase and sale of the Oakland Unified School District 2012 General Obligation Refunding Bonds, may be executed in several counterparts, which together shall constitute one and the same instrument.

Respectfully submitted,

J.P. MORGAN SECURITIES LLC, as
Representative of itself, Siebert Branford Shank &
Co., LLC and Piper Jaffray & Co.

By: _____
Authorized Officer

Accepted: ____ __, 2012.

OAKLAND UNIFIED SCHOOL DISTRICT

Time: _____ .m.

By: _____
Authorized District Representative

PURCHASE CONTRACT APPENDIX A

**TERMS OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
2012 GENERAL OBLIGATION REFUNDING BONDS**

A. Interest Rates: See attached Pricing Report from Underwriter as Schedule

A. Principal Payments: See attached Pricing Report from Underwriter as Schedule

Terms of Redemption: *Optional Redemption of Bonds.* The Bonds maturing on or before August 1, 202_ shall not be subject to redemption prior to their respective stated maturity dates. The Bonds maturing on and after August 1, 202_, shall be subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 202_, at a redemption price of par plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption. The \$_____ Term Bond maturing on August 1, 20__ is also subject to mandatory sinking fund redemption on each August 1 on and after August 1, 20__ in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed
_____	_____

The principal amount of any maturity to be redeemed in each year as shown above will be reduced proportionately by the amount of any Term Bonds of that maturity optionally redeemed prior to the Mandatory Sinking Fund Redemption Date unless otherwise directed by the District.

SCHEDULE A

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Oakland Unified School District (the “District”) in connection with the issuance of \$_____ aggregate principal amount of Oakland Unified School District 2012 General Obligation Refunding Bonds (the “Bonds”). The Bonds are being issued as authorized by a resolution adopted by the Board of Education of the District on November 16, 2011 (the “Resolution”), and in accordance with the terms of a Paying Agent Agreement, dated as of ____1, 2012 (the “Paying Agent Agreement”), by and between the District and U.S. Bank National Association, as paying agent (the “Paying Agent”). The District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Paying Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” shall mean the District, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

“Holder” shall mean the person in whose name any Bond shall be registered.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB currently located at <http://emma.msrb.org>.

“Participating Underwriter” shall mean [Underwriters] or any other original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than 270 days after the end of the District’s fiscal year (currently ending June 30), commencing with the report for the 2011-12 Fiscal Year (which is due not later than April 1, 20__), provide to the Participating Underwriter and the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided, that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(e).

(b) Not later than 15 business days prior to said date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If the District is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the District shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall (if the Dissemination Agent is other than the District), file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to the MSRB.

SECTION 4. Content of Annual Reports. The District’s Annual Report shall contain or include by reference the following:

- * Audited financial statements of the District for the preceding fiscal year, prepared in accordance with the laws of the State of California and including all statements and information prescribed for inclusion therein by the Controller of the State of California. If the District’s audited financial statements are not available by the time the Annual Report is required to be provided to the MSRB pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available.

To the extent not included in the audited financial statement of the District, the Annual Report shall also include the following:

- * Adopted budget of the District for the current fiscal year, or a summary thereof, and any interim budget reports approved as of the date of filing of the Annual Report.

- * District average daily attendance.
- * District outstanding debt.
- * Information regarding total assessed valuation of taxable properties within the District, if and to the extent provided to the District by the County.
- * Information regarding total secured tax charges and delinquencies on taxable properties within the District, if and to the extent provided to the District by the County.

Any or all of the items listed above may be set forth in one or a set of documents or may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB website. If the document included by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
6. Tender offers;
7. Defeasances;
8. Rating changes; or
9. Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a

receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten business days after the occurrence of the event:

1. Unless described in paragraph 5(a)(5), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
2. Modifications to rights of Bond holders;
3. Optional, unscheduled or contingent Bond calls;
4. Release, substitution, or sale of property securing repayment of the Bonds;
5. Non-payment related defaults;
6. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
7. Appointment of a successor or additional paying agent or the change of name of a paying agent.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 3, as provided in Section 3(b).

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 5(b), the District shall determine if such event would be material under applicable federal securities laws.

(e) If the District learns of the occurrence of a Listed Event described in Section 5(a), or determines that knowledge of a Listed Event described in Section 5(b) would be

material under applicable federal securities laws, the District shall within ten business days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (b)(3) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

SECTION 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(e).

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the District.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial

statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate; provided that any such action may be instituted only in Superior Court of the State of California in and for the County of Alameda or in U.S. District Court in or nearest to the County. The sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: ____ __, 2012

OAKLAND UNIFIED SCHOOL DISTRICT

By _____
Authorized District Representative

CONTINUING DISCLOSURE EXHIBIT A

**FORM OF NOTICE TO THE MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT**

Name of District: OAKLAND UNIFIED SCHOOL DISTRICT
Name of Bond Issue: OAKLAND UNIFIED SCHOOL DISTRICT 2012 GENERAL
OBLIGATION REFUNDING BONDS
Date of Issuance: _____, 2012

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by Section 4 of the Continuing Disclosure Certificate of the District, dated the Date of Issuance. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

OAKLAND UNIFIED SCHOOL DISTRICT

By _____ [to be signed only if filed]

ESCROW AGREEMENT

by and between the

**OAKLAND UNIFIED SCHOOL DISTRICT
COUNTY OF ALAMEDA, CALIFORNIA**

and

**U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent**

Dated as of _____ 1, 2012

RELATING TO:

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS (ELECTION OF 2000)
SERIES 2002**

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ESCROW AGREEMENT

This ESCROW AGREEMENT (the “Escrow Agreement”), dated as of ____ 1, 2012, by and between the OAKLAND UNIFIED SCHOOL DISTRICT (the “District”), a school district duly organized and existing under the Constitution and laws of the State of California, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the “Escrow Agent”), a national banking corporation duly organized and existing under the laws of the United States of America, being qualified to accept and administer the trust hereby created, executed and delivered by the District pursuant to Resolution No. 1112-0080 adopted by the Board of Education of the District on November 16, 2011,

WITNESSETH:

WHEREAS, The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), acting as paying agent (the “Paying Agent”) under that certain Paying Agent Agreement, dated as of ____ 1, 2012, by and between the District and the Paying Agent (herein called the “Paying Agent Agreement”), duly authenticated and delivered \$_____ principal amount of the Oakland Unified School District 2012 General Obligation Refunding Bonds (herein called the “Refunding Bonds”), for the purpose, among others, of providing funds for the defeasance of all or a portion of the outstanding bonds of the District issued as the Oakland Unified School District General Obligation Bonds, Election of ____, Series ____ on ____ 1, 20__ in the aggregate principal amount of \$_____, \$_____ of which remain outstanding;

WHEREAS, the refunded portion of said bonds, as identified in Schedule II attached hereto, is herein collectively called the “Prior Bonds”;

WHEREAS, the Prior Bonds will be defeased and redeemed pursuant to the terms thereof and pursuant to [Issuance Document]

WHEREAS, U.S. Bank National Association is acting hereunder as Escrow Agent with respect to the Prior Bonds, and in such capacity is herein referred to as the “Escrow Agent”;

WHEREAS, the Paying Agent Agreement provides for the deposit in the Escrow Fund (established pursuant to Section 1 hereof) of certain of the proceeds of the Refunding Bonds and other moneys;

WHEREAS, the District has taken action to cause to be issued to the Escrow Agent for deposit in or credit to said Escrow Fund certain cash, securities and investments consisting of certain U.S. Treasury obligations for which the faith and credit of the United States of America are directly pledged for the payment of principal and interest, and that are not subject to redemption prior to their respective stated maturities (the “Escrow Securities”), initially consisting of certain State and Local Government Series securities or “SLGS” and United States Treasury Notes or “T-Notes,” all as listed on Schedule I attached hereto and made a part hereof, in an amount which, together with the income or increment to accrue on such Escrow Securities,

will be sufficient, as certified by a certified public accountant licensed to practice in the State of California, to pay the amounts required pursuant to Section 3;

NOW, THEREFORE, the District and the Escrow Agent hereby agree as follows:

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Paying Agent Agreement.

Section 1. Establishment and Maintenance of Escrow Fund; Deposit. The Escrow Agent hereby agrees to establish and maintain a fund until all of the Prior Bonds have been paid as provided herein, designated as the “Escrow Fund,” and to hold the securities, investments and moneys therein at all times as a special fund and separate trust account. All securities, investments and moneys in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Section 2 and Section 6 hereof, to secure the payment of the Prior Bonds.

On the date of delivery of the Refunding Bonds, the Escrow Agent shall deposit the sum of \$_____ in the Escrow Fund, consisting of the following amounts received by the Paying Agent from the following sources:

(1) a transfer from the Underwriter, representing certain proceeds of sale of the Refunding Bonds, in the amount of \$_____; and

(2) a transfer from the Treasurer-Tax Collector of the County of Alameda, representing a portion of the balance in the District’s Interest and Sinking Fund, in the amount of \$_____.

Section 2. Investment of Money in the Escrow Fund.

(a) The District and the Escrow Agent each shall take all remaining necessary action to have the Escrow Securities listed in Schedule I hereto issued and registered in the name of the Escrow Agent, for the account of the Escrow Fund. The Escrow Agent shall use proceeds of the Refunding Bonds and other moneys deposited into the Escrow Fund to purchase the Escrow Securities listed in Schedule I.

(b) Except as set forth below, the Escrow Agent shall not reinvest any cash portion of the Escrow Fund; provided, however, that after obtaining an unqualified legal opinion of nationally recognized bond counsel that such reinvestment will not adversely affect the tax-exempt status of interest on the Refunding Bonds under Section 103 of the Internal Revenue Code of 1986 and the regulations of the United States Department of the Treasury issued thereunder, and will not result in the breach of any covenant of the District contained in the Indenture or the Paying Agent Agreement, the Escrow Agent may reinvest, at the written direction of the District, any cash portion of the Escrow Fund in Escrow Securities. Any such reinvestment shall be made in Escrow Securities the principal of and interest on which are payable at such times and in such amounts as will be sufficient (together with the other securities, investments and moneys in the Escrow Fund) to pay the Prior Bonds in accordance with Section 3 and consistent with the then-currently applicable report of a certified public accountant licensed to practice in the State of California, delivered with respect to the Escrow Fund. The

Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

Section 3. Payment and Redemption of Prior Bonds. The District hereby irrevocably directs the Escrow Agent, and the Escrow Agent hereby agrees, to collect and deposit in the Escrow Fund the principal of and interest on all Escrow Securities held for the account of the Escrow Fund promptly as such principal and interest become due, and to apply such principal and interest, together with other moneys and the principal of and interest on other securities deposited in the Escrow Fund, to the payment of the interest on the Prior Bonds when due, to and including August 1, 20__, and to the payment of the principal and redemption premiums of the Prior Bonds that date, as required by the Indenture. Upon retirement or redemption or prepayment of all of the Prior Bonds, the Escrow Agent shall transfer any moneys or securities remaining in the Escrow Fund, to the extent not required for any fees or expenses of the Escrow Agent, to the Interest and Sinking Fund of the District (held by the Treasurer-Tax Collector of the County of Alameda), for payment of the Refunding Bonds or any other bonds of the District payable from said fund.

The maturity schedule of the Prior Bonds is set forth in Schedule II.

Section 4. Notice of Redemption. The District hereby irrevocably directs the Escrow Agent, and the Escrow Agent agrees, to give all required notice of the defeasance, redemption and payment of the Prior Bonds scheduled to take place on the dates given in Section 3, in the time, form and manner specified by the Indenture and any Continuing Disclosure Certificate relating to the Prior Bonds.

Section 5. Unclaimed Moneys. Any moneys held by the Escrow Agent in trust for the payment and discharge of the Prior Bonds which remain unclaimed for two years after the date when such Prior Bonds are to have been retired or redeemed in accordance with Section 3 shall be transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from said fund; or, if no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

Section 6. Substitution of Securities. Upon the written request of the District, subject to the conditions and limitations hereinafter set forth and applicable laws and regulations, the Escrow Agent shall sell, redeem or otherwise dispose of the Escrow Securities in the Escrow Fund, if there are substituted therefor, from the proceeds of such securities, other Escrow Securities as hereinafter provided. The District will not exercise any powers which would have the effect of causing any of the Refunding Bonds to be "arbitrage bonds" as defined in Section 148 of the Internal Revenue Code of 1986 and the regulations of the United States Department of the Treasury issued thereunder. The Escrow Agent shall dispose of the securities in the Escrow Fund and purchase substitute Escrow Securities only upon receipt of:

- (i) a written report of a certified public accountant, licensed to practice in the State of California, to the effect that the substitute Escrow Securities will mature in such principal amounts and earn interest in such amounts and at such times so that sufficient

moneys will be available to pay, as the same become due, to and including the date set forth in Section 3, all principal, premium, if any, and interest on the Prior Bonds; and

(ii) an unqualified legal opinion of nationally recognized bond counsel to the effect that such disposition of the securities in the Escrow Fund and purchase of substitute Escrow Securities will not adversely affect the tax-exempt status of interest on the Refunding Bonds under Section 103 of the Internal Revenue Code of 1986 and the regulations of the United States Department of the Treasury issued thereunder; and

(iii) prior written consent of the Bond Insurer, if any (as defined in the Paying Agent Agreement).

Section 7. Fees and Expenses of Escrow Agent. The District, by this Escrow Agreement, agrees to pay amounts equal to the reasonable fees and expenses (including, without limitation, legal fees and expenses) of the Escrow Agent incurred as a result of this Escrow Agreement and the acceptance thereof by the Escrow Agent; provided, however, that in no event shall such fees or expenses incurred by the Escrow Agent be deducted from, or constitute a lien against, the Escrow Fund until the retirement or redemption of the Prior Bonds pursuant to Section 3 hereof.

Section 8. Liabilities and Obligations of Escrow Agent. (a) The Escrow Agent shall have no obligation to make any payments or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the District shall have deposited sufficient funds therefor with the Escrow Agent. The Escrow Agent may rely and shall be protected in acting upon the written instructions of the District and its officers and agents relating to any matter or action as Escrow Agent under this Escrow Agreement.

(b) The District covenants to indemnify and hold harmless the Escrow Agent against any loss, liability, claim, cost, suit, judgment or expense, including legal fees and expenses, incurred in connection with the performance of any of its duties hereunder, except the Escrow Agent shall not be indemnified against any loss, liability, claim, cost, suit, judgment or expense resulting from its negligence or willful misconduct.

(c) The Escrow Agent may consult with counsel of its own choice (which may be counsel to the District) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(d) The recitals contained herein shall be taken as the statements of the District, and the Escrow Agent assumes no responsibility for their correctness.

(e) The Escrow Agent shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or Escrow Securities deposited with it to pay the principal, interest or premiums, if any, on the Prior Bonds.

(f) The Escrow Agent shall not be liable for any action or omission of the District under this Escrow Agreement, the Indenture, or the Paying Agent Agreement.

(g) Whenever in the administration of this Escrow Agreement the Escrow Agent shall deem 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 be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of an authorized representative of the District, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of this Escrow Agreement upon the faith thereof.

(h) The Escrow Agent may conclusively rely, as to the truth or accuracy of the statements and correctness of the opinions and calculations provided, and shall be protected and indemnified, in acting, or refraining from acting, upon any written notice (including notice given by electronic means), instruction, request, certificate, document or opinion furnished to the Escrow Agent signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(i) The Escrow Agent may at any time resign by giving written notice to the District of such resignation. The District shall promptly appoint a successor Escrow Agent by the resignation date. Resignation of the Escrow Agent will be effective only upon acceptance of appointment by a successor Escrow Agent. If the District does not appoint a successor, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, which court may thereupon, after such notice, if any, as it may deem proper and prescribe, and as may be required by law, appoint a successor Escrow Agent. After receiving a notice of resignation of an Escrow Agent, the District may appoint a temporary Escrow Agent to replace the resigning Escrow Agent until the District appoints a successor Escrow Agent. Any such temporary Escrow Agent so appointed by the District shall immediately and without further act be replaced by the successor Escrow Agent so appointed.

(j) The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement against the Escrow Agent. Neither the Escrow Agent nor any of its officers, directors, employees or agents shall be liable for any action taken or omitted under this Escrow Agreement or in connection herewith except to the extent caused by the Escrow Agent's negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow

Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

Section 9. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Escrow Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 10. Amendment. This Escrow Agreement may not be revoked or amended by the parties hereto unless there shall first have been filed with the District and the Escrow Agent (i) a written opinion of nationally recognized bond counsel stating that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest evidenced by the Prior Bonds or the Refunding Bonds, and (ii) unless such amendment is not materially adverse to the interests of the registered owners of the Prior Bonds, as evidenced by an opinion of counsel, the written consent of all the registered owners of the Prior Bonds then outstanding.

Section 11. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given if received or sent by first class mail, as follows. Any written instruction given hereunder may be given by fax or other electronic means.

If to the District:

Oakland Unified School District
1025 Second Avenue, Room 301
Oakland CA 94606
Attn: Deputy Superintendent, Business Services & Operations

If to the Escrow Agent:

U.S. Bank National Association
One California Street, Suite 1000
San Francisco, CA 94111
Attn: Corporate Trust

Section 12. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 13. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 14. Execution. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the District and the Escrow Agent have caused this Escrow Agreement (relating to the Oakland Unified School District General Obligation Bonds, Election of 2000, Series 2002) to be executed each on its behalf as of the day and year first above written.

OAKLAND UNIFIED SCHOOL DISTRICT

Authorized District Representative

U.S. BANK NATIONAL ASSOCIATION as
Escrow Agent

By _____
Authorized Officer

SCHEDULE I

ESCROW SECURITIES

1. CASH in the amount of \$_____
2. Securities as shown in the schedules below (from Verification Report).

SCHEDULE II

SCHEDULE OF BONDS TO BE DEFEASED

(from Verification Report)