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OAKLAND UNIFIED  
SCHOOL DISTRICT

**BOARD OF EDUCATION 2011**

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Secretary & Executive Officer, Board of Education  
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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. 1112-0079

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

RESOLUTION 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 CERTIFICATE FOR SAID BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES RELATING TO SAID BONDS

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WHEREAS, an election was duly called and regularly held in the Oakland Unified School District, County of Alameda, California (herein called the "District"), on June 6, 2006, pursuant to Section 15100 and following of the Education Code of the State of California, at which the following proposition was submitted to the electors of the District:

"To repair and modernize elementary, middle and high schools and pre-schools, including renovating classrooms, restrooms and other facilities to meet current safety standards, and repairing electrical, plumbing and other building systems; and to build libraries, classrooms, and science and computer labs, shall Oakland Unified School District issue \$435 million in bonds at interest rates within the legal limit and establish a Citizens' Oversight Committee to monitor expenditures, with no money for administrator salaries?"

and

WHEREAS, at least 55% of the votes cast on said proposition were in favor of issuing said bonds; and

WHEREAS, on November 28, 2006, a series of said bonds designated "Oakland Unified School District General Obligation Bonds, Election of 2006, Series 2006" in the aggregate principal amount of \$130,000,000 was issued by the District; and

WHEREAS, on August 12, 2009, the District issued three series of bonds designated "Oakland Unified School District General Obligation Bonds, Election of 2006, Series 2009A," "Oakland Unified School District General Obligation Bonds, Election of 2006, Series 2009B" and "Oakland Unified School District General Obligation Bonds, Election of 2006,

Series 2009C” in the respective aggregate principal amounts of \$87,885,000, \$70,795,000 and \$26,320,000;

WHEREAS, the District has been directly allocated \$23,960,000 of volume cap to issue Qualified School Construction Bonds by the United States Treasury (the “District Allocation”); and

WHEREAS, the Board deems it necessary and desirable to use all or a portion of the District Allocation to issue and sell a portion of its Bonds as Qualified School Construction Bonds if it is determined by an Authorized District Representative (as defined below) to be in the best interest of the District; and

WHEREAS, the Board recognizes that KNN Public Finance has been engaged to act as financial advisor (the “Financial Advisor”) to the District and Orrick, Herrington & Sutcliffe LLP has been engaged as bond counsel (“Bond Counsel”) and disclosure counsel (“Disclosure Counsel”) to the District with respect to said bonds; and

WHEREAS, the Board further deems it necessary and desirable to authorize the sale of said bonds by a negotiated sale to J.P. Morgan Securities LLC as senior manager and representative of its co-managers (collectively, the “Underwriter”) pursuant to one or more Bond Purchase Contracts (each, a “Bond Purchase Contract”), and pursuant to Section 15146 of the Education Code, has found and determined the following reasons therefor: (1) provide more flexibility in the timing of the sale of the Bonds, (2) provide more flexibility in the debt structure; (3) allow the District to work with participants familiar with the District; and (4) increase the opportunity to pre-market the Bonds for sale to local residents and other investors; and

WHEREAS, in accordance with Section 15146 of the Education Code, estimates of the costs associated with the issuance of said bonds are attached hereto as Appendix A; and

WHEREAS, there have been submitted and are on file with the Secretary of the Board of Education a form of Bond Purchase Contract, Paying Agent Agreement, and Continuing Disclosure Agreement, all with respect to not to exceed \$120,000,000 aggregate principal amount of Oakland Unified School District General Obligation Bonds, Election of 2006, Series 2012, with appropriate series designation, proposed to be sold;

NOW, THEREFORE, THE BOARD OF OAKLAND UNIFIED SCHOOL DISTRICT DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

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

Section 2.     Request for Sale of Bonds; County Resolution and Paying Agent Agreement: The Board of Supervisors of the County (the “Board of Supervisors”) is hereby requested, pursuant to Section 15140 and following of the Education Code and Section 53506 and following of the Government Code of the State of California, to sell not later than December 1, 2012, by negotiated sale to the Underwriter, not to exceed \$120,000,000 aggregate principal amount of bonds of the Oakland Unified School District, in one or more series, and to designate said bonds as the “Oakland Unified School District General Obligation Bonds, Election of 2006, Series 2012,” with appropriate series designation (herein called the “Bonds”).

The Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds, Convertible Capital Appreciation Bonds, and Qualified School Construction Bonds, as provided in Section 3 hereof.

The Board of Supervisors is hereby requested to provide by resolution (the "County Resolution") for the terms of the sale and issuance of the bonds in accordance with the particular terms and manner set forth herein or in the Paying Agent Agreement (as defined herein) and, with respect to such necessary or desirable terms as are not specified herein, as the Board of Supervisors shall otherwise see fit to determine. With respect to such necessary or desirable terms as are not finally determined by the County Resolution, the Board of Supervisors is hereby requested to provide for such terms to be finally determined and set forth in one or more purchase contracts approved in Section 5 hereof upon consultation with the Board, the Superintendent or the Deputy Superintendent, Business Services & Operations of the District or such other officer of the District designated for the purpose (each an "Authorized District Representative").

Section 3. Terms of Bonds: (a) Date of Bonds. The Bonds shall be dated as of the date of their delivery, or such other date as shall be set forth in the Bond Purchase Contract or the Paying Agent Agreement.

(b) Denominations. The Current Interest Bonds and the Qualified School Construction Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

The Capital Appreciation Bonds shall be issued in denominations of \$5,000 accreted value at maturity ("maturity value") or any integral multiple thereof, except that the first numbered Capital Appreciation Bond may be issued in a denomination such that the maturity value of such Capital Appreciation Bond shall not be in an integral multiple of \$5,000.

The Convertible Capital Appreciation Bonds shall be issued in denominations of \$5,000 accreted value at the date they commence bearing semi-annual interest (the "Conversion Date") or any integral multiple thereof.

(c) Maturity. (i) The Current Interest Bonds shall mature on the date, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Contract. No Current Interest Bond shall mature prior to August 1, 2013, and no Current Interest Bond shall mature later than the date which is 40 years from the date of the Current Interest Bonds, to be determined as provided in subsection (a) of this Section. No Current Interest Bond shall have principal maturing on more than one principal maturity date.

(ii) The Capital Appreciation Bonds shall mature on the date, in each of the years, and in the maturity values as shall be set forth in the Bond Purchase Contract. No Capital Appreciation Bond shall mature prior to August 1, 2013, and no Capital Appreciation Bond shall mature later than the date which is 40 years from the date of the Bonds, to be determined as provided in subsection (a) of this Section. No Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. The Bond Purchase Contract may provide that no Capital Appreciation Bonds shall be issued.

(iii) The Convertible Capital Appreciation Bonds shall have Conversion Dates of and mature on the dates, in each of the years, in the accreted amounts and in the maturity values as shall be set forth in the Bond Purchase Contract. No Convertible Capital Appreciation Bond shall mature prior to August 1, 2013, and no Convertible Capital Appreciation Bond shall mature later than the date which is 40 years from the date of the Convertible Capital Appreciation Bonds, to be determined as provided in subsection (a) of this Section. No Convertible Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. The Bond Purchase Contract may provide that no Convertible Capital Appreciation Bonds shall be issued.

(iv) The Qualified School Construction Bonds shall mature on the date, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Paying Agent Agreement. No Qualified School Construction Bond shall mature prior to August 1, 2013, and no Qualified School Construction Bond shall mature later than the date permitted by law, to be determined as provided in subsection (a) of this Section; provided that each Qualified School Construction Bond shall mature or be subject to mandatory tender not later than the date set by the U.S. Treasury. No Qualified School Construction Bond shall have principal maturing on more than one principal maturity date. The Bond Purchase Contract may provide that no Qualified School Construction Bonds shall be issued.

The Current Interest Bonds, Capital Appreciation Bonds, Convertible Capital Appreciation Bonds and Qualified School Construction Bonds may mature in the same year or years as any other Current Interest Bonds, Capital Appreciation Bonds, Convertible Capital Appreciation Bonds, or Qualified School Construction Bonds. The aggregate principal amount of the Bonds issued as Current Interest Bonds, Capital Appreciation Bonds, Convertible Capital Appreciation Bonds and Qualified School Construction Bonds shall not exceed \$120,000,000.

(d) Interest Payment. (i) The Current Interest Bonds shall bear interest at an interest rate not to exceed 12.00% per annum, computed on the basis of a 360-day year of twelve (12) 30-day months, first payable on August 1, 2012, and semiannually thereafter on February 1 and August 1 in each year (or on such other initial and semiannual interest payment dates as shall be set forth in the related Bond Purchase Contract).

(ii) The Capital Appreciation Bonds shall not bear current interest; each Capital Appreciation Bond shall increase in value by the accumulation of earned interest from its initial principal (denominational) amount on the date of issuance thereof to its stated maturity value at maturity thereof, at a compounded interest rate which shall not exceed 12.00% per annum, assuming in any semiannual period that the value increases in equal daily amounts on the basis of a 360-day year of twelve (12) 30-day months. The interest on the Capital Appreciation Bonds shall be compounded commencing on August 1, 2012, and semiannually thereafter on February 1 and August 1 in each year (or on such other initial and semiannual interest compounding dates as shall be set forth in the related Bond Purchase Contract), and shall be payable only upon maturity or prior redemption thereof.

(iii) The Convertible Capital Appreciation Bonds, prior to their respective Conversion Dates, shall not bear current interest; each Convertible Capital Appreciation Bond shall accrete in value from its initial principal (denominational) amount on the date of issuance

thereof to its stated value at the Conversion Date thereof, at a compounded interest rate which shall not exceed 12.00% per annum, computed on a 360-day year of twelve (12) 30-day months, such interest to be compounded commencing on August 1, 2012, and semiannually thereafter on February 1 and August 1 in each year prior to the respective Conversion Dates (or on such other initial and semiannual interest dates as shall be set forth in the Bond Purchase Contract). From and after the respective Conversion Date of a Convertible Capital Appreciation Bond, such Convertible Capital Appreciation Bonds shall bear current interest on the accreted value thereof at an interest rate not to exceed 12.00% per annum, computed on the basis of a 360-day year of twelve (12) 30-day months, payable commencing on the February 1 or August 1 following its Conversion Date, and thereafter on February 1 and August 1 in each year (or on such other initial and semiannual interest payment dates as shall be set forth in the related Bond Purchase Contract).

(iv) The Qualified School Construction Bonds shall bear interest as provided in the Paying Agent Agreement.

(e) Obligation. 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 Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Bonds, and to pay the principal, redemption premium, if any, and interest thereon as and when the same become due. To the extent that the Qualified School Construction Bonds are issued with a schedule of mandatory sinking fund set-aside payments, as permitted under the Code, the District also hereby requests the Board of Supervisors to levy a tax upon all taxable property in the District sufficient to satisfy such sinking fund set-aside obligations for the Qualified School Construction Bonds.

Section 4. Redemption and Defeasance Provisions: The Bonds shall be subject to redemption prior to their respective stated maturity dates at the option of the District as set forth in the Bond Purchase Contract, Paying Agent Agreement and in the Bonds. The Bonds shall also be subject to mandatory sinking fund redemption, as specified in the Bond Purchase Contract or the Bonds Paying Agent Agreement and in the Bonds. The Bond Purchase Contract or the Qualified School Construction Bonds may provide that the Bonds shall not be subject to optional or mandatory sinking fund redemption, and may provide separate and distinct redemption provisions for the Current Interest Bonds, Capital Appreciation Bonds, Convertible Capital Appreciation Bonds and Qualified School Construction Bonds. The Bonds shall also be subject to defeasance in the manner provided in the resolution of the County authorizing issuance of the Bonds or as set forth in the Bond Purchase Contract or the Paying Agent Agreement.

Section 5. Bond Purchase Contract; Sale of Bonds. The Bond Purchase Contract for the Bonds, in substantially the form submitted to the Secretary of the Board of Education, is hereby approved, and any District Authorized Representative is hereby authorized and directed on behalf of the District to execute and approve the Bond Purchase Contract providing for the sale by the Board of Supervisors of the County and the purchase by the Underwriter of the Bonds at a purchase price to be set forth therein; provided, that (i) said purchase price shall not be less than 100% of the principal amount of the Bonds (taking into

account the purchase price and principal amount of any Bonds sold on the same date pursuant to any other Bond Purchase Contract); (ii) the true interest cost for the Bonds shall not be in excess of 8.0% per annum (taking into account the true interest cost of any Bonds sold on the same date pursuant to any other Bond Purchase Contract); (iii) the maximum interest rate on the Current Interest Bonds, the Qualified School Construction Bonds and, after the Conversion Date, the Convertible Capital Appreciation Bonds, shall not be in excess of 12.00% per annum; (iv) the effective compounded rate of interest on each Capital Appreciation Bond and, before the Conversion Date, each Convertible Capital Appreciation Bond, shall not exceed 12.00% per annum; (v) the Underwriter's discount shall not exceed 1.5% of the aggregate principal amount of the Bonds sold thereunder (excluding any costs of issuance the Underwriter agrees to pay pursuant to the respective Bond Purchase Contract); and (vi) the Bonds shall otherwise conform to the limitations specified herein; and provided further, that such execution and approval shall constitute conclusive evidence of the approval by the Board and the District of any changes or revisions therein from the form of Bond Purchase Contract submitted herewith. The Authorized District Representative is hereby authorized and directed to execute and deliver one or more Bond Purchase Contracts relative to one or more series of Bonds, as necessary, including for the sale of Qualified School Construction Bonds if such Authorized District Representative determines that the sale of such bonds is in the best interests of the District; provided that, any such Bond Purchase Contract so executed and delivered shall conform to the limitations provided in this Section 5. The Board of Supervisors of the County is hereby requested to cause the Bond Purchase Contract to be executed and delivered on behalf of the County, subject to such changes or revisions therein as may be acceptable to the Board and the District officer executing the same and to the Board of Supervisors of the County.

Section 6. Investment of Funds. The proceeds of sale of the Bonds, exclusive of any premium and accrued interest received, shall be deposited in the County treasury to the credit of the building fund of the District. Any net premium and accrued interest received by the District shall be deposited upon receipt in the interest and sinking fund of the District within the County treasury.

All funds held by the Treasurer-Tax Collector of the County (the "County Treasurer") hereunder shall be invested by the County Treasurer in the County Investment Pool, the Local Agency Investment Fund, any investment authorized pursuant to Sections 53601 and 53635 of the Government Code, or in the sole discretion of the District, in investment agreements, including guaranteed investment contracts, float contracts or other investment products (hereinafter collectively referred to as "Investment Agreements"); provided that such agreements comply with the requirements of Section 148 of the Code, and with the requirements of each rating agency then rating the Bonds necessary in order to maintain the then-current rating on the Bonds. The County Treasurer shall assume no responsibility in the reporting, reconciling or monitoring of the investment of proceeds related to the Bonds.

The Authorized District Officer may request the County Treasurer, subject to his fiduciary responsibilities, to invest funds held in the interest and sinking fund of the District and in the building fund of the District in specific investments (the "Investment Agreements"), so as to effectively coordinate the investments to the construction program of the District and the debt service payments on the Bonds. Pursuant to Section 5922 of the Government Code, this Board of Education hereby finds and determines that the Investment Agreements will reduce the

amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreements and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Bonds or enhance the relationship between risk and return with respect to investments of proceeds of the Bonds and funds held to pay the Bonds.

Section 7. Tax Covenants:

(a) Current Interest Bonds, Capital Appreciation Bonds and Convertible Capital Appreciation Bonds. The Current Interest Bonds, the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds (the "Tax-Exempt Bonds") shall be issued as tax-exempt bonds under Section 103 of the Code.

(i) General. The District 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 Tax-Exempt Bonds under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District hereby covenants that it will execute and deliver and comply with the requirements of the Tax Certificate of the District with respect to the Tax-Exempt Bonds (the "Tax Certificate"), to be executed and delivered by the District on the date of issuance of the Tax-Exempt Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Tax-Exempt Bonds.

(ii) Yield Restriction. 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 County Treasurer on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the County Treasurer in writing, and the District shall make its best efforts to ensure that the County Treasurer shall take such action as may be necessary in accordance with such instructions.

(iii) Reliance on Opinion of Bond Counsel. Notwithstanding any provision of this Section, if the District shall provide to the County Treasurer an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds (an "Opinion of Bond 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 Tax-Exempt Bonds, the County Treasurer may conclusively rely on such Opinion of Bond 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.

(b) Qualified School Construction Bonds. (i) The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Bonds to not be Qualified School Construction Bonds under Section 54F of the Code. Without limiting the generality of the foregoing, the District shall comply with the instructions and requirements of the Tax Certificate related to the Qualified School Construction Bonds. This covenant shall survive payment in full or defeasance of the Bonds.



(ii) In the event that at any time the District is of the opinion that for purposes of this subsection (b) it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the County under the County Resolution, or held by the Paying Agent under the Paying Agent Agreement, the District shall so instruct the County or the Paying Agent for the Qualified School Construction Bonds, as applicable, in writing, and the County and such Paying Agent shall take such action as may be necessary in accordance with such instructions.

(iii) Notwithstanding any provisions of this subsection (b), if the District shall provide to the Paying Agent for the Qualified School Construction Bonds an opinion of Bond Counsel that any specified action required under this subsection (b) is no longer required or that some further or different action is required in order for the Bonds to be Qualified School Construction Bonds under Section 54A of the Code, such Paying Agent may conclusively rely on such opinion in complying with the requirements of this subsection (b), and the covenants hereunder shall be deemed to be modified to that extent.

(iv) Pursuant to Section 5903 of the Government Code of the State, and notwithstanding any provisions of Sections 3 and 5 hereof to the contrary, any Bonds bearing taxable interest may, but need not, be offered by a separate official statement, sold in a separate series and pursuant to a separate paying agent agreement and bond purchase contract, and issued in such denominations, at such interest rates, maturing in such year or years (regardless of the maturity in the same year as any Bonds bearing tax-exempt interest issued hereunder), and with such payment and early redemption provisions as set forth in the relevant Paying Agent Agreement, as the Board and the County Treasurer shall determine is in the best interests of the District to achieve the desired overall tax rate basis and net interest cost for the Bonds, and such terms of sale, issuance, payment and redemption may be different from any Bonds issued hereunder bearing tax-exempt interest.

Section 8. 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 Underwriters 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 9. Paying Agent Agreement The form of paying agent agreement (the "Paying Agent Agreement") by and between the District and U.S. Bank National Association, as Paying Agent (the "Paying Agent"), substantially in the form on file with the Secretary of the Board is hereby approved. The Authorized District Representative is authorized and directed to execute and deliver the Paying Agent Agreement with such changes thereto as may be acceptable to the Authorized District Representative, in accordance with this Resolution, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 10. Bond Insurance. The Authorized District Representative is hereby authorized to solicit proposals from municipal bond insurers, and, if such officer determines it is in the best interest of the District, to arrange for the issuance of a policy of municipal bond

insurance for one or more maturities of the Bonds and to execute and deliver an insurance commitment and all other documents necessary in connection therewith.

Section 11. Approval of Actions: The Board, the Superintendent of the District, the Deputy Superintendent, Business Services & Operations, and any other officer of the District to whom authority is delegated by one of the named officers for the purposes of the Bonds, are hereby authorized and directed to execute and deliver any and all agreements, certificates and representations, including paying agent agreements, signature certificates, no-litigation certificates, certificates concerning the contents of one or more official statements relating to the Bonds, representation letters to The Depository Trust Company, the Tax Certificate and any other certificates or agreements proposed to be executed and delivered in connection with the sale of the Bonds, investment of the proceeds or compliance with the Code, as applicable, and to enter into any agreements, including depository agreements, commitment letters and agreements with bond insurers, investment agreements for proceeds of the Bonds, and any other agreements, letters, or representations, which any of them deem necessary or desirable to accomplish the transactions authorized herein.

Section 12. Notice to California Debt and Investment Advisory Commission: Orrick, Herrington & Sutcliffe LLP, bond counsel to the District, on behalf of this Board of Education, is hereby authorized and directed to cause notices of the proposed sale and final sale of the Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to Section 8855 of the Government Code.

Section 13. Filing with Board of Supervisors: The Secretary of the Board of Education is hereby authorized and directed to file a certified copy of this Resolution upon the adoption hereof with the Clerk of the Board of Supervisors.

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:

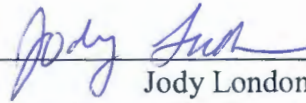
AYES: David Kakishiba, Gary Yee, Noel Gallo, Christopher Dobbins,  
Alice Spearman, Vice President Jumoke Hodge,  
President Jody London

NAYS: None

ABSTAINED: None

ABSENT: None

APPROVED:



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

Attest:



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

File ID Number: 11-2985  
Introduction Date: 11-7-11  
Enactment Number: 11-2363  
Enactment Date: 11-16-11  
By: h2

**APPENDIX A**

# Oakland Unified School District

General Obligation Bonds, Election of 2006, Series 2012

## *ESTIMATED* Costs of Issuance Breakdown (11-7-2011)

<b>Service</b>	<b>Provider</b>	<b>Combined</b>	<b>Notes</b>
Underwriter		\$812,500	Per JPMorgan Est.
<b>TOTAL to be paid at closing directly by Underwriter</b>		<b>\$812,500</b>	
Financial Advisor	KNN Public Finance	\$100,000	Estimate
Reimbursable Expenses	KNN Public Finance	\$5,000	Estimate
Bond & Disclosure Counsel	Orrick, Herrington & Sutcliffe LLP	\$75,000	Estimate
Reimbursable Expenses	Orrick, Herrington & Sutcliffe LLP	\$5,000	Estimate
Rating Agency	Moody's	\$60,000	Estimate
Electronic Posting of POS	Imagemaster	\$3,000	Estimate
Printing & Mailing OS	Imagemaster	\$10,000	Estimate
Continuing Disclosure	DAC	\$2,500	Estimate
Arbitrage	Arbitrage Compliance Specialists	\$5,000	Estimate
Paying Agent Fees	US Bank	\$7,000	Estimate
COI Administration	US Bank	\$250	Estimate
Contingency	Bond Debt Service Fund	\$7,250	Rounding
<b>TOTAL to be paid at closing from COI account funded by Underwriter</b>		<b>\$280,000</b>	
<b>Total Estimated Costs of Issuance</b>		<b>\$1,092,500</b>	



A Division of Zions First National Bank | C:\Users\rutharmen\AppData\Local\Temp\Oakland\_COI\_2011 | 11/6/2011

SECRETARY'S CERTIFICATE

I, Edgar Rakestraw, Jr., Secretary of the Board of Education of the Oakland Unified School District, County of Alameda, California, do 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 and/or 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, at which meeting the Board was present; and at said meeting said resolution was adopted by the Board.

An agenda of said meeting was posted at least 72 hours before said meeting at 1025 Second Avenue, 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 minutes of said meeting 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.

Pursuant to Section 13 of said resolution, I have caused a certified copy thereof to be filed with the Clerk of the Board of Supervisors of the County.

WITNESS my hand this 17<sup>th</sup> day of November, 2011.



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

# Oakland Unified School District

Board of Education  
Paul Robeson Building  
1025 2nd Avenue, Suite 320  
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(510) 879-8739 TTY/TDD  
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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.

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## 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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**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)*

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**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 |
|-----------|---------------------------------|-----------------------|

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

- ☒ **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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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 |
|-----------|---------------------------------|-----------------------|



**11-2439**

**Professional Service Contract - School Solutions**

**OE-11**

**Collaborative - Quality Community Schools Development**

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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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**
- |           |                                 |                       |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **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**
- |           |                                 |                       |
|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
|-----------|---------------------------------|-----------------------|
- ☒ **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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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 |
|-----------|---------------------------------|-----------------------|
- ☒ **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**
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|-----------|---------------------------------|-----------------------|
| 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**
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|-----------|---------------------------------|-----------------------|
| 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**
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|-----------|---------------------------------|-----------------------|
| 11/7/2011 | Teaching and Learning Committee | Recommended Favorably |
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[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
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[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
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[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
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[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.*

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

## **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

between the

OAKLAND UNIFIED SCHOOL DISTRICT,  
Alameda County, California

and

U.S. BANK NATIONAL ASSOCIATION,  
as Paying Agent

Dated as of \_\_\_\_\_ 1, 2011

Relating to the

OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS  
(ELECTION OF 2006, Series 2012)

consisting of:

SERIES \_\_ CURRENT INTEREST BONDS  
SERIES \_\_ CAPITAL APPRECIATION BONDS  
SERIES \_\_ CONVERTIBLE CAPITAL APPRECIATION BONDS  
SERIES \_\_ FEDERALLY TAXABLE QUALIFIED SCHOOL CONSTRUCTION BONDS

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## PAYING AGENT AGREEMENT

This PAYING AGENT AGREEMENT, made and entered into as of \_\_\_\_\_ 1, 2011, by and between the OAKLAND UNIFIED SCHOOL DISTRICT, a school district duly formed and existing under and virtue of the Constitution and Laws of the State of California (the "District"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as paying agent (the "Paying Agent"), and acknowledged by the Treasurer-Tax Collector of the County of Alameda, California (the "County"),

### W I T N E S S E T H:

WHEREAS, an election was duly called and regularly held in the Oakland Unified School District, County of Alameda, California (herein called the "District"), on June 6, 2006, pursuant to Section 15100 and following of the Education Code of the State of California, at which the following proposition was submitted to the electors of the District:

"To repair and modernize elementary, middle and high schools and pre-schools, including renovating classrooms, restrooms and other facilities to meet current safety standards, and repairing electrical, plumbing and other building systems; and to build libraries, classrooms, and science and computer labs, shall Oakland Unified School District issue \$435 million in bonds at interest rates within the legal limit and establish a Citizens' Oversight Committee to monitor expenditures, with no money for administrator salaries?"; and

WHEREAS, passage of said proposition required a 55% affirmative vote of the votes cast therein, and at least 55% of the votes cast on said proposition were in favor of issuing said bonds; and

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

WHEREAS, by its resolution duly adopted on November 16, 2011, the Board of Education of the District has authorized the issuance of the remaining portion of said bonds in one or more series in an aggregate principal amount not exceeding \$120,000,000, pursuant to applicable provisions of the Education Code of the State (the "Education Code"); and

WHEREAS, Section 15140(a) of the Education Code provides that the Board of Supervisors of the County the Superintendent of Schools of which has jurisdiction over the District to sell the District's bonds on receipt of a resolution of the District; and

WHEREAS, the District has adopted a resolution (the "District Resolution") dated as of November 16, 2011 requesting the County to sell not to exceed \$120,000,000 of its Bonds; and

WHEREAS, the District has found and determined, and by execution hereof so represents, 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; and

WHEREAS, the District has received an allocation from the United States Secretary of the Treasury to issue up to \$23,960,000 of “qualified school construction bonds” pursuant to Section 54F of the Internal Revenue Code of 1986, as amended, and wishes to designate a portion of the Bonds issued hereunder as qualified school construction bonds;

NOW, THEREFORE, in order to provide for the payment of the Bonds and the performance and observance by the District of all the covenants, agreements and conditions herein and in the Bonds contained; to secure the acknowledgement and consent of the Treasurer-Tax-Collector to the payment arrangements provided for herein; and in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration to both parties, the District, the County 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 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:

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

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

“Bonds” shall mean all of the Oakland Unified School District General Obligation Bonds (Election of 2006, Series 2012) issued hereunder, without regard to subseries name or number, interest payment mechanism, or tax treatment of interest thereon.

“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.

“Capital Appreciation Bond” shall mean any Bond issued under Section 2.03 hereof.

“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 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Conversion Date” shall be that date designated as such in Section 2.04(d) hereof.

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

“County Treasurer” shall mean the Treasurer-Tax Collector of the County. The “Office of the County Treasurer” shall mean the Office of the Treasurer-Tax Collector of the County, in Oakland, California.

“Current Interest Bond” shall mean any Bond issued under Section 2.02 hereof.

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

“Hybrid Interest Mode Bond”, also known as “convertible capital appreciation Bonds”, shall mean any Bond issued under Section 2.04 hereof.

“Interest and Sinking Fund” shall mean the Interest and Sinking Fund of the District administered by the County 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 Chapter 1 of Part 10 of Division 1 of Title 1 of the Education Code of the State, and other applicable provisions of law.

“Maturity Value”, with respect to any Capital Appreciation Bond or Hybrid Interest Mode Bond, shall mean the principal amount of such Bond plus accrued interest at the maturity thereof.

“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 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, between the District and the Paying Agent, and acknowledged by the County Treasurer. “Paying Agent Agreement” as used herein shall not refer to any other agreement for paying agent services, specifying compensation for such services, between the County Treasurer and the Paying Agent relating to the Bonds.

“Qualified School Construction Bond” shall mean any Bond issued under Section 2.05 hereunder.

“Record Date” shall mean the 15th day of the month preceding any Interest Payment Date. The first Record Date shall be \_\_\_\_15, 2011.

“State” shall mean the State of California.

“Tax Certificate” shall mean any of the several Tax Certificates concerning certain matters pertaining to the use of proceeds of the Bonds, executed and delivered by the District on the date of issuance of the Bonds, including all exhibits attached thereto, as such certificate may from time to time be modified or supplemented in accordance with the terms thereof. Separate tax certificates may be delivered by the District pertaining to Bonds the interest on which is intended to be exempt from federal income tax under the Code, and Taxable Bonds.

“Taxable Bond” shall mean any of the Bonds the interest on which is intended and expected to be taxable for federal income tax purposes under the Code, including any bonds issued as Qualified School Construction Bonds.

“Tax-Exempt Bond” shall mean any of the Bonds the interest on which is intended and expected to be exempt from federal income tax under the Code.

“Written Order of the District” or “Written Request of the District” shall mean an instrument in writing, signed by the Superintendent of the District, the Chief Business Official of the District, or by any other officer of the District authorized in writing for the purpose by either of said officers or by the Board of Education of the District.

SECTION 1.02 Definitions Relating to Make-Whole Redemption of Taxable Bonds.

[“Comparable Treasury Issue” shall mean the United States Treasury security selected by the Designated Banking Institution as having a maturity comparable to the remaining term to maturity of the Bond being redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term to maturity of the Bond being redeemed.

“Comparable Treasury Price” shall mean, with respect to any date on which a Bond or portion thereof is being redeemed, either (a) the average of five Reference Treasury Dealer quotations for the date fixed for redemption, after excluding the highest and lowest such quotations, and (b) if the Designated Banking Institution is unable to obtain five such quotations, the average of the quotations that are obtained. The quotations will be the average, as

determined by the Designated Banking Institution, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of principal amount) quoted in writing to the Designated Banking Institution, at 2:00 p.m. New York City time on a Business Day at least two Business Days but no more than 45 calendar days preceding the applicable date fixed for redemption.

“Comparable Treasury Yield” shall mean the yield appearing in the most recently published statistical release designated “H.15(519) Selected Interest Rates” under the heading “Treasury Constant Maturities,” or any successor publication selected by the Designated Banking Institution that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded United States Treasury securities adjusted to constant maturity, for the maturity corresponding to the remaining term to maturity of the Bond being redeemed. The Comparable Treasury Yield will be determined at least two Business Days but no more than 45 calendar days preceding the applicable date fixed for redemption. If the H.15(519) statistical release sets forth a weekly average yield for United States Treasury securities that have a constant maturity that is the same as the remaining term to maturity of the Bond being redeemed, then the Comparable Treasury Yield will be equal to such weekly average yield. In all other cases, the Comparable Treasury Yield will be calculated by interpolation on a straight-line basis, between the weekly average yields on the United States Treasury securities that have a constant maturity (i) closest to and greater than the remaining term to maturity of the Bond being redeemed; and (ii) closest to and less than the remaining term to maturity of the Bond being redeemed. Any weekly average yields calculated by interpolation will be rounded to the nearest 1/100th of 1%, with any figure of 1/200th of 1% or above being rounded upward.

If, and only if, weekly average yields for United States Treasury securities for the preceding week are not available in the H.15(519) statistical release or any successor publication, then the Comparable Treasury Yield will be the rate of interest per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price as of the date fixed for redemption.

“Designated Banking Institution” shall mean an investment banking institution of national standing which is a primary United States government securities dealer with offices in the City of New York designated by the District (which may be an underwriter of the Bonds).

“Make-Whole Premium” shall mean, with respect to any Bond to be redeemed, an amount calculated by a Designated Banking Institution (as defined herein) equal to the positive difference, if any, between:

- (1) The sum of the present values, calculated as of the date fixed for redemption of:
  - (a) Each interest payment that, but for the redemption, would have been payable on the Bond or portion thereof being redeemed on each regularly scheduled Interest Payment Date occurring after the date fixed for redemption through the maturity date of such Bond (excluding any accrued interest for the period prior to the date fixed for redemption); provided, that if the date fixed for redemption is

not a regularly scheduled Interest Payment Date with respect to such Bond, the amount of the next regularly scheduled interest payment will be reduced by the amount of interest accrued on such Bond to the date fixed for redemption; plus

(b) The principal amount that, but for such redemption, would have been payable on the maturity date of the Bond or portion thereof being redeemed; minus

(2) The principal amount of the Bond or portion thereof being redeemed.

The present values of the interest and principal payments referred to in (1) above will be determined by discounting the amount of each such interest and principal payment from the date that each such payment would have been payable but for the redemption to the date fixed for redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at a discount rate not less than the Comparable Treasury Yield.

“Reference Treasury Dealer” shall mean each of the four firms, specified by the District from time to time, that are primary United States Government securities dealers in the City of New York (each a “Primary Treasury Dealer”); provided, however, that if any of them ceases to be a Primary Treasury Dealer, the District will substitute another Primary Treasury Dealer.]

“Tax Law Change” shall mean legislation has been enacted by the Congress of the United States or passed by either House of the Congress, or a decision has been rendered by a court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement has been made by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency of appropriate jurisdiction, the effect of which, as reasonably determined by the District, would be to suspend, reduce or terminate the subsidy payment to be made by the U.S. Treasury with respect to the Qualified School Construction Bonds; provided, that such suspension, reduction or termination of subsidy payments is not due to a failure by the District to comply with the requirements under the Code to receive such subsidy payments.

## ARTICLE II

### THE BONDS

SECTION 2.01 [Authorization and Designation](#) . The Bonds are issued for, and the proceeds of sale thereof shall be used exclusively for, the purposes approved by the voters of the District on June 6, 2006, as authorized by Resolution No. \_\_\_\_\_, adopted by the Board of Education of the District on November 16, 2011. The Bonds shall be issued fully registered form, without coupons.

SECTION 2.02 [Current Interest Bonds; Terms.](#) Bonds in the aggregate principal amount of \$\_\_\_\_\_ are issued under this Paying Agent Agreement as Current Interest Bonds, upon terms further described in this section. The Current Interest Bonds issued under this section shall be named the “Oakland Unified School District General Obligation

Bonds (Election of 2006, Series \_\_) (Current Interest Bonds)”, for the purposes described in section 2.01.

(a) Date of Bonds. The Current Interest Bonds shall be dated as of the date of issuance thereof, \_\_\_\_\_, 2011.

(b) Denominations. The Current Interest Bonds shall be issued in the denomination of \$5,000 principal amount or any integral multiple thereof. No Current Interest Bond shall mature on more than one maturity date.

(c) Payment of Principal. The Current Interest Bonds shall mature on August 1 in each of the years and principal amounts and bear interest at the annual rates of interest shown below:

**SERIES      CURRENT INTEREST BONDS**

Maturity (August 1)	Principal Amount	Interest Rate
------------------------	---------------------	---------------

The principal and any redemption premium of the Current Interest 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), on or after the maturity date thereof or upon redemption prior to maturity.

(d) Payment of Interest. The Current Interest Bonds shall bear interest at the respective rates shown in the table in subdivision (c) above, payable on February 1 and August 1 of each year, commencing \_\_\_\_1, 2012, until payment of the principal amount thereof. Each Current Interest 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 Bond. Each Current Interest 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 Current Interest Bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication. If, at the time of authentication of any Current Interest Bond, interest is in default on outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Bonds. Interest on the Current Interest Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The interest on the Current Interest Bonds shall be payable in 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 Current Interest 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 interest-bearing 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 Current Interest Bonds, payment shall be made thereto by wire transfer as provided in Section \_\_\_\_ (d) hereof.

SECTION 2.03 Capital Appreciation Bonds; Terms. Bonds in the aggregate principal amount of \$\_\_\_\_\_ are issued under this Paying Agent Agreement as Capital Appreciation Bonds, upon terms further described in this section. The Capital Appreciation Bonds issued under this section shall be named the "Oakland Unified School District General Obligation Bonds (Election of 2006, Series \_\_) (Capital Appreciation Bonds)", for the purposes described in Section 2.01.

(a) Date of Bonds. The Capital Appreciation Bonds shall be dated as of the date of issuance thereof, \_\_\_\_\_, 2011.

(b) Denominations. The Capital Appreciation Bonds shall be issued in the denomination of \$5,000 principal plus accrued interest at maturity ("Maturity Value") or any integral multiple thereof. No Capital Appreciation Bond shall mature on more than one maturity date.

(c) Payment of Principal and Interest. The Capital Appreciation Bonds shall be issued in the principal amounts and mature on August 1 in each of the years and Maturity Values shown below:

**SERIES    CAPITAL APPRECIATION BONDS**

Maturity (August 1)	Principal Amount	Maturity Value
------------------------	---------------------	----------------

The Capital Appreciation Bonds shall not bear current interest; each Capital Appreciation Bond shall increase in value by the accumulation of earned interest from its [initial]

principal amount shown in the table above on the date of issuance thereof to the Maturity Value thereof at maturity, assuming in any period that the value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months. The interest on the Capital Appreciation Bonds shall be compounded commencing on \_\_\_\_1, 2011, and thereafter on \_\_\_\_1 and \_\_\_\_ 1 in each year to maturity or the date of redemption prior thereto.

The principal and accumulated interest, and any redemption premium, 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 that purpose, on or after the maturity date thereof or upon redemption prior to maturity as provided in Section \_\_\_\_ hereof.

SECTION 2.04 Hybrid Interest Mode Bonds. Bonds in the aggregate principal amount of \$\_\_\_\_\_ are issued under this Paying Agent Agreement as Hybrid Interest Mode Bonds, upon terms further described in this section. The Hybrid Interest Mode Bonds issued under this section shall be named the “Oakland Unified School District General Obligation Bonds (Election of 2006, Series \_\_) (Hybrid Interest Mode Bonds)”, for the purposes described in section 2.01.

(a) Date of Bonds. The Hybrid Interest Mode Bonds shall be dated as of the date of issuance thereof, \_\_\_\_\_, 2011.

(b) Denominations. The Hybrid Interest Mode Bonds shall be issued in the denomination of \$5,000 principal plus accrued interest at maturity (“Maturity Value”) or any integral multiple thereof. No Hybrid Interest Mode Bond shall mature on more than one maturity date.

(c) Payment of Principal. The Hybrid Interest Mode Bonds shall mature on August 1 in each of the years and Maturity Values shown below:

**SERIES    HYBRID INTEREST MODE BONDS**

Maturity Date (August 1)	Principal Amount	Maturity Value (reached on the Conversion Date)	Interest Rate after Conversion
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The Maturity Value and accumulated interest of each Hybrid Interest Mode Bond, and any redemption premium, 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 that purpose, on or after the maturity date thereof or upon redemption.

(d) Conversion Date: The Conversion Date shall be \_\_\_\_\_.

(e) Payment of Interest. Prior to the Conversion Date, each Hybrid Interest Mode Bond shall not bear current interest, but shall increase in value by the accumulation of earned interest in equal daily amounts on the basis of a 360-day year of twelve 30-day months, from its Principal Amount on the date of issuance to the Maturity Value on the Conversion Date, compounded on each February 1 and August 1, commencing \_\_\_\_\_1, 2012.

Commencing on February 1, 20\_\_ [the first Interest Payment Date following the Conversion Date], each Hybrid Interest Mode Bond shall bear interest at the respective Interest Rate After Conversion shown in the table in subdivision (c) above, payable on February 1 and August 1 of each year, until the Maturity Date or redemption prior thereto.

Each Hybrid Interest Mode Bond authenticated and registered on any date prior to the close of business on \_\_\_\_\_ 15, 20\_\_ [the first Record Date following the Conversion Date] shall bear interest from the Conversion Date. Thereafter, each Hybrid Interest Mode Bond authenticated during the period between a Record Date and the close of business on its corresponding Interest Payment Date shall bear interest from such Interest Payment Date. Any other Hybrid Interest Mode Bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication. If, at the time of authentication of any Hybrid Interest Mode Bond, interest is in default on outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Bonds. Interest on the Hybrid Interest Mode Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest shall be payable in lawful money of the United States of America to the person whose name appears on the bond registration books of the Paying Agent as the Owner 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 interest on any Hybrid Interest Mode Bond shall be made by check or draft mailed by first class mail on each Interest Payment Date following the Conversion 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 interest-bearing 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 Hybrid Interest Mode Bonds, payment shall be made thereto by wire transfer as provided in Section 2.05(d) hereof.

SECTION 2.05 **Qualified School Construction Bonds**. Bonds in the aggregate principal amount of \$23,960,000 are hereby designated as "qualified school construction bonds" under the Code, for which the District (or the County Treasurer on the District's behalf) opts to receive interest rate subsidies from the U.S. Treasury with respect to each interest payment. The Qualified School Construction Bonds issued under this section shall be named the "Oakland Unified School District General Obligation Bonds (Election of 2006,

Series \_\_) (Federally Taxable Qualified School Construction Bonds)”, for the purposes described in section 2.01, as may be limited by Section 54F of the Code.

(a) Date of Bonds. The Qualified School Construction Bonds shall be dated as of the date of issuance thereof, \_\_\_\_\_, 2012.

(b) Denominations. The Qualified School Construction Bonds shall be issued in the denomination of \$5,000 principal amount or any integral multiple thereof, provided that no Bond shall mature on more than one maturity date.

(c) Payment of Principal. The Qualified School Construction Bonds shall mature on August 1 in each of the years and principal amounts and bear interest at the annual rates of interest shown below:

**SERIES    QUALIFIED SCHOOL CONSTRUCTION BONDS**

Maturity (August 1)	Principal Amount	Interest Rate
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The principal and any redemption premium of the Qualified School Construction 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 that purpose, on or after the maturity date thereof or upon redemption prior to maturity.

(d) Payment of Interest. The Qualified School Construction Bonds shall bear interest at the respective rates shown in the table in subdivision (c) above, payable on August 1 and February 1 of each year, commencing \_\_\_\_1, 2012, until payment of the principal amount thereof. Each Qualified School Construction 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 Bond. Each Qualified School Construction 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 Qualified School Construction Bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication. If, at the time of authentication of any Qualified School Construction Bond, interest is in default on outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Bonds. Interest on the Qualified School Construction Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The interest on the Qualified School Construction Bonds shall be payable in 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 Qualified School Construction 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 interest-bearing 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 Qualified School Construction Bonds, payment shall be made thereto by wire transfer as provided in Section 2.05(d) hereof.

SECTION 2.06 [Form and Registration of Bonds](#). (a) **The 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 Exhibits A, B, C, and D, respectively,** 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 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 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 Bonds, in the principal amounts set forth in the table in Section 2.02, 2.03, 2.04 and 2.05. The Depository Trust Company is hereby appointed depository for the Bonds and registered ownership of the Bonds may not thereafter be transferred except as provided in Sections 2.08 and 2.09 hereof.

SECTION 2.07 [Execution and Authentication of Bonds](#). The Bonds shall be signed by the manual or facsimile signatures of the President of the Board of Education and countersigned by the manual or facsimile signature of the Secretary of the Board of Education. Each Bond shall be authenticated by a manual signature of a duly authorized officer of the Paying Agent. Only such of the Bonds as shall bear thereon a certificate of authentication and registration in the form given in Exhibit      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 Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Paying Agent Agreement.

SECTION 2.08 [Book-Entry System](#). (a) The Bonds shall be initially issued and registered as provided in Section 2.06 hereof. Registered ownership of the 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 County Treasurer, 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 County Treasurer 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 County Treasurer 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 Bonds by the Paying Agent, together with a Written Request of the District, a new Bond for each maturity shall be executed and delivered pursuant to the procedures described in Section 2.07 hereof in the aggregate principal amount of the 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 Written Request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent together with a Written Request of the District, new 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 Written Request of the District, subject to the limitations of Section 2.06 and 2.02, 2.03, 2.04 and 2.05 as applicable, and the receipt of such a Written Request of the District, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 2.09 of this Paying Agent Agreement; provided, that the Paying Agent shall not be required to deliver such new Bonds within a period of fewer than 60 days.

(c) The County Treasurer, the District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof, notwithstanding any notice to the contrary received by the County Treasurer, the District or the Paying Agent, and the County Treasurer, 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 Bonds. Neither the County Treasurer, 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 Bonds.

(d) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the County Treasurer, 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 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 2.09 Transfer of Bonds upon Termination of Book-Entry System. In the event that at any time the Bonds shall no longer be registered in the name of Cede & Co. as a result of the operation of Section 2.08 hereof, then the procedures contained in this Section 2.09 shall apply.

Any Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.11 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 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 Bond or Bonds shall be surrendered for transfer, the designated District officials shall execute (as provided in Section 2.07 hereof) and the Paying Agent shall authenticate and deliver a new 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 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 2.10 Exchange of Bonds. Bonds may be exchanged at the office of the Paying Agent designated for that purpose, for a like aggregate principal amount of 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 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 2.11 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 Bonds, which shall at all times be open to inspection by the County Treasurer and the District, 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, Bonds as hereinbefore provided.

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

### ARTICLE III

#### ISSUANCE OF THE BONDS

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

SECTION 3.02 Application of Proceeds of Sale of Bonds. Upon the delivery of the Bonds to the initial purchaser thereof, and the payment by the initial purchaser of the purchase price of the Bonds by wire transfer of (i) \$\_\_\_\_\_ to the Paying Agent, to provide for the costs of issuance of the bonds, and (ii) \$\_\_\_\_\_ to the County Treasurer, being the balance of the purchase price of the Bonds (consisting of the principal amount of the Bonds, \$\_\_\_\_\_, [plus premium of \$\_\_\_\_\_], less the underwriter's discount of \$\_\_\_\_\_, [less the costs of issuance deposit made with the Paying Agent]), the County Treasurer shall deposit the sum received for the balance of the purchase price in the building fund of the District within the County Treasury (except for moneys derived from premium on the bonds, which shall be deposited in the Interest and Sinking Fund of the District), and the Paying Agent shall deposit and administer the sum received for costs of issuance in the Costs of Issuance Account created pursuant to the Law and Section 3.03 of this Paying Agent Agreement.

The District shall cause the County Controller to create and maintain any accounts or subaccounts for deposit of the proceeds of the Bonds as the District shall determine is necessary in order to separately monitor the investment and expenditure of such funds in order to comply with the laws applicable to each, and as may be necessary to make any needed calculations of arbitrage and rebate thereon.

The County makes no assurance regarding the application of the proceeds of the Bonds by the District.

SECTION 3.03 Costs of Issuance Account. There is hereby created a Costs of Issuance Account for the Bonds, as authorized by Section 15146(g) of the Education Code of the State, for receipt of the deposit by the Paying Agent in accordance with Section 3.02. The Paying Agent shall hold said account and pay the designated costs of issuance of the Bonds pursuant to that certain Agreement Concerning Costs of Issuance dated as of the date of delivery of the Bonds, by and between the Paying Agent and the District, and further in accordance with that certain Written Order of the District Regarding Costs of Issuance dated the date of delivery of the Bonds.]

Funds held by the Paying Agent hereunder shall be invested in \_\_\_\_\_, unless otherwise directed by a Written Order of the District.

SECTION 3.04 Investment of Funds. The proceeds of sale of the Bonds, exclusive of any premium and accrued interest received, shall be deposited in the County



treasury to the credit of the building fund of the District. Any premium and accrued interest shall be deposited upon receipt in the interest and sinking fund of the District within the County treasury. The County Treasurer shall invest the proceeds of the sale of the Bonds and all proceeds of taxes for payment of the Bonds at the County Treasurer's discretion pursuant to law and the investment policy of the County. Investment earnings on the money in the building fund shall be deposited in the building fund. Investment earnings on the money in the interest and sinking fund shall be deposited in the interest and sinking fund.

## ARTICLE IV

### REDEMPTION OF THE BONDS

SECTION 4.01 Terms of Redemption. The Bonds are not subject to optional redemption prior to maturity except as otherwise provided in this Article.

SECTION 4.02 Redemption of Series \_\_\_ Bonds (Current Interest Bonds). (a) Optional Redemption. The Series \_\_\_ Bonds maturing on or before August 1, 20\_\_, are not subject to redemption prior to their respective stated maturity dates. The Series \_\_\_ Bonds maturing on and after August 1, 20\_\_, 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, 20\_\_, at a redemption price equal to 100% of the Principal Amount of the Series \_\_\_ Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

(b) Mandatory Sinking Fund Redemption. The \$ \_\_\_\_\_ Series \_\_\_ Term Bond maturing on \_\_\_\_\_ 1, 20\_\_, is also subject to mandatory sinking fund redemption on each Mandatory Sinking Fund Redemption Date and 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), together with interest accrued thereon to the date fixed for redemption:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed
†	

† Maturity.

The principal amount to be redeemed in each year shown in the table above will be reduced proportionately, in integral multiples of \$5,000, by the amount of such Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

(c) Selection of Series \_\_\_ Bonds for Redemption. If less than all of the Series \_\_\_ Bonds are called for redemption, such bonds shall be redeemed in inverse order of

maturities or as otherwise directed by the District. If less than all of the Series \_\_ Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot. For purposes of such selection, each Series \_\_ Bond shall be deemed to consist of individual Bonds of denominations of \$5,000 principal amount each, which may be separately redeemed.

SECTION 4.03 Redemption of Series \_\_ Bonds (Capital Appreciation Bonds).

(a) Optional Redemption. The Series \_\_ Bonds maturing on or before August 1, 20\_\_, shall not be subject to redemption prior to their respective stated maturity dates. The Series \_\_ Bonds maturing on and after August 1, 20\_\_, 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, 20\_\_, at a redemption price equal to 100% of the principal amount plus accrued interest to the date of redemption, without premium.

(b) Selection of Capital Appreciation Bonds for Redemption. If less than all of the Series \_\_ Bonds are called for redemption, such bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District. If less than all of the Series \_\_ Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot. For purposes of such selection, each Series \_\_ Bond shall be deemed to consist of individual Bonds in denominations of \$5,000 Maturity Value each, which may be separately redeemed.

SECTION 4.04 Redemption of Series \_\_ Bonds (Hybrid Interest Mode Bonds).

(a) Optional Redemption. The Series \_\_ Bonds maturing on or before August 1, 20\_\_, are not subject to redemption prior to their respective stated maturity dates. The Series \_\_ Bonds maturing on and after August 1, 20\_\_, 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, 20\_\_, at a redemption price equal to 100% of the Maturity Value of the Series \_\_ Bonds called for redemption, together with interest accrued thereon from the immediately preceding Interest Payment Date to the date of redemption, without premium.

(b) Mandatory Sinking Fund Redemption. The \$\_\_\_\_\_ Series \_\_ Term Bond maturing on August 1, 20\_\_, is also subject to mandatory sinking fund redemption prior to its stated maturity on each Mandatory Sinking Fund Redemption Date and in the respective amounts shown below, plus interest accrued and unpaid on such amount from the immediately preceding Interest Date to the redemption date, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Maturity Value To be Redeemed
---	----------------------------------

†

† Maturity.

The principal amount to be redeemed in each year shown in the table above will be reduced proportionately, in integral multiples of \$5,000, by any portion of a Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

(c) Selection of Hybrid Interest Mode Bonds for Redemption. If less than all of the Series \_\_ Bonds are called for redemption on any date, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District. Whenever less than all of the outstanding Series \_\_ Bonds of any one maturity are designated for redemption, the Paying Agent shall select the outstanding Series \_\_ Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series \_\_ Bond shall be deemed to consist of individual Bonds of denominations of \$5,000 Maturity Value each, which may be separately redeemed.

**SECTION 4.05      Redemption of Series \_\_ Bonds (Taxable Qualified School Construction Bonds).**

(a) Optional Redemption. [to come]

(b) Extraordinary Mandatory Redemption from Unexpended Proceeds of Qualified School Construction Bonds. The Qualified School Construction Bonds are also subject to extraordinary mandatory redemption, in whole or in part, within 90 days following the third anniversary of the delivery date of the Qualified School Construction Bonds, or 90 days following the date of termination of any period of time negotiated with the IRS that extends the date by which the proceeds of the sale of the Qualified School Construction Bonds must be expended, as evidenced in writing from the IRS, at a redemption price equal to the principal amount of the Qualified School Construction Bonds called for redemption, without premium, plus accrued interest to the redemption date, in a total amount equal to the unexpended proceeds of the sale of the Qualified School Construction Bonds.

(c) Extraordinary Optional Redemption Due to Tax Law Change. The Qualified School Construction Bonds are further subject to redemption prior to maturity at the option of the District upon the occurrence of a Tax Law Change, from any source of available funds, as a whole or in part, on any date, at a redemption price equal to 100% of the principal amount of the Qualified School Construction Bonds to be redeemed plus the Make-Whole Premium, if any, together with accrued interest to the date fixed for redemption.

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

SECTION 4.06 Notice of Redemption. (a) Notice of redemption of the Bonds will be mailed postage prepaid not less than 20 nor more than 45 days prior to the redemption date (i) by first class mail to the respective Owners of Bonds at the addresses appearing on the bond registration books of the Paying Agent, 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 affected Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price, if available; (v) the dates of maturity of the Bonds to be redeemed; (vi) if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds of each maturity to be redeemed; (vii) in the case of Bonds redeemed in part only, the respective maturities or portions of the principal amount of the Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed; and (ix) a statement that such Bonds must be surrendered by the Owners at the office of the Paying Agent designated by the Paying Agent for such purpose.

The actual receipt by any Owner of any Bond of notice of such redemption will not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, will not affect the validity of the proceedings for the redemption of such Bonds.

When notice of redemption has been given, substantially as described above, and when the amount necessary for the payment of the redemption price, if any, is set aside for such purpose, the Bonds designated for redemption will become due and payable on the date fixed for redemption thereof, and upon presentation and surrender of said Bonds at the place specified in the notice of redemption, such Bonds will be redeemed and paid at the redemption price thereof out of the money provided therefor.

(b) Rescission of Notice of Redemption. The District may rescind any 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 Bonds so called for redemption. Any extraordinary mandatory redemption and notice thereof will be rescinded if the District has cured the conditions that caused the Bonds to be subject to extraordinary mandatory redemption. Notice of rescission of redemption will be given 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 rescission will not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice will not affect the validity of the rescission.

(c) 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.

SECTION 4.07 Defeasance of Bonds. The District may pay and discharge any or all of the 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, 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 Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

If at any time the District pays or causes to be paid or there is otherwise paid to the owners of any or all outstanding Bonds all of the principal, interest and premium, if any, represented by such Bonds when due, or as described above, or as otherwise provided by law, then such Owners shall cease to be entitled to the obligation of the County to levy and collect taxes to pay the Bonds as described in Section 5.01 hereof, and such obligation and all agreements and covenants of the District to such Owners hereunder shall thereupon be satisfied and discharged and shall terminate, except only that the District will remain liable for payment of all principal, interest and premium, if any, represented by such Bonds, but only out of moneys on deposit in the Interest and Sinking Fund or otherwise held in trust for such payment, provided, that the unclaimed moneys provisions described in Section 6.07 hereof will apply in all events.

## ARTICLE V

### OTHER COVENANTS

SECTION 5.01 Payment of Principal and Interest. On or prior to the date any payment is due in respect of the Bonds, the County Treasurer will deposit with the Paying Agent moneys sufficient to pay the principal and the interest (and premium, if any) to become due in respect of all Bonds outstanding on such Interest Payment Date, but only as required by the Law. When and as paid in full, and following surrender thereof to the Paying Agent, all Bonds shall be cancelled by the Paying Agent, and thereafter they shall be destroyed. Moneys for the payment of principal, redemption premium, if any, and interest with respect to the Bonds shall be raised by taxation upon all taxable property in the District and the County shall provide for the levy and collection of such taxes in the manner provided by the Law.

SECTION 5.02 Covenant to File for Refundable Tax Credits. (a) The District hereby covenants to file, or cause to be filed, on or before 45 days prior to each Interest

Payment Date, Form 8038-CP with the Internal Revenue Service (or such other appropriate form as the Internal Revenue Service shall direct) relating to the refundable tax credit to be received from the U.S. Treasury with respect to the Bonds for such Interest Payment Date.

(b) Insofar as permitted and provided by the Internal Revenue Service and the District, the District and the Paying Agent shall take all reasonably necessary steps to cause the refundable tax credits to be made directly to the County Treasurer for deposit in the Interest and Sinking Fund, including by electronic transfer whenever such means is made available by the Internal Revenue Service.

(c) If the District or the Paying Agent shall ever be in receipt of any refundable tax credit payments with respect to the Bonds, the District and the Paying Agent hereby covenant to immediately transfer such funds to the County Treasurer.

(d) The District and the County Treasurer may engage the services of a filing agent, which may be the Paying Agent, to make or assist in the necessary filings of Form 8038-CP. All such filings shall request payment of the refundable tax credits to the District or the County Treasurer in accordance with subdivision (b).

SECTION 5.03 [Further Assurances](#). The District and the County Treasurer 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 actions 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 5.04 [Tax Covenants](#). (a) The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would (i) adversely affect the exclusion from gross income of the interest payable on Tax-Exempt Bonds under Section 103 of the Code, or (ii) cause the Taxable Bonds to not be Qualified School Construction Bonds under Section 54A of the Code. Without limiting the generality of the foregoing, the District shall comply with the instructions and requirements of each Tax Certificate. This covenant shall survive payment in full of the 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 under this Paying Agent Agreement, the District shall so instruct the Paying Agent, as appropriate, in writing, and the Paying Agent shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the District shall provide to the Paying Agent an opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required in order (i) to maintain the exclusion from federal income tax of interest on Tax-Exempt Bonds under Section 103 of the Code, or (ii) for the Taxable Bonds to be Qualified School Construction Bonds under Section 54A of the Code, the Paying Agent may conclusively rely on such

opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

SECTION 5.05 Validity of Bonds. The recital contained in the Bonds that the same are regularly issued pursuant to the Law and that the total amount of indebtedness of the District, including the amount of the Bonds, is within the limit provided by law, shall be conclusive evidence of their validity and of compliance with the provisions of the Law in their issuance.

## ARTICLE VI

### THE PAYING AGENT

SECTION 6.01 Appointment; Acceptance; Designated Office. (a) Appointment and Acceptance of Duties. U.S. Bank National Association, 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 Bonds when duly presented for payment at maturity, or on prior redemption, and to cancel all Bonds upon payment thereof. The Paying Agent shall keep accurate records of all funds administered by it and of all 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 Refunding Bonds. If no office is so designated for a particular purpose, such functions shall be conducted at the office of U.S. Bank National Association, in San Francisco, 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 Treasurer of such resignation, whereupon the County 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 County 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 County Treasurer may appoint a temporary Paying Agent or temporarily assume the duties of the Paying Agent to replace the former Paying Agent until the County Treasurer appoints a successor Paying Agent. Any such temporary Paying Agent so appointed by the County 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 the County Treasurer or the District, to use the funds deposited with it solely for payment of the principal of and interest on the 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 and the County.

(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 Bond, but is protected in acting upon receipt of 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 Bonds shall be taken as the statements of the District or the County, as appropriate, 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 Bonds with the same rights it would have if it were not the Paying Agent for the 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 Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Interest and Sinking Fund 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. (a) The District shall indemnify the Paying Agent, its officers, directors, employees, and agents 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 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) 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.

(b) The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of the resolution by the County authorizing issuance of the Bonds (the "County Resolution"), or related to the proceedings for sale, award, issuance and delivery of the Bonds in accordance therewith and with the District's resolution described in Section 2 of the County Resolution and that 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.

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" 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).

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

IN WITNESS WHEREOF, the parties hereto have caused this Paying Agent Agreement, relating to the OAKLAND UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS (ELECTION OF 2006) to be duly executed by their officers duly authorized as of the date first written above.

OAKLAND UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_

Authorized District Representative

U.S. BANK NATIONAL ASSOCIATION, as  
Paying Agent

By \_\_\_\_\_

Authorized Officer

Acknowledged:

By \_\_\_\_\_

Treasurer-Tax Collector  
County of Alameda

EXHIBIT A

[FORM OF CURRENT INTEREST BOND]

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

OAKLAND UNIFIED SCHOOL DISTRICT  
2011 GENERAL OBLIGATION BONDS  
(ELECTION OF 2006, SERIES \_\_)

CURRENT INTEREST BONDS

Dated as of _____, 2012	Interest Rate ____%	Maturity Date ____1, 20__	CUSIP NO. _____
----------------------------	------------------------	------------------------------	--------------------

Registered Owner: CEDE & CO.

Principal Sum: \_\_\_\_\_ DOLLARS

Oakland Unified School District, County of Alameda, State of California (herein called the "District"), acknowledges itself obligated to and promises to cause to be paid 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 \_\_\_\_1 and \_\_\_\_1 in each year, commencing \_\_\_\_1, 2012, 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 Paying Agent Agreement 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 payment modes, interest rates, maturities and redemption provisions), amounting in the aggregate to \$\_\_\_\_\_, and designated as “Oakland Unified School District General Obligation Bonds (Election of 2006, Series \_\_)” (the “Bonds”). The Bonds were authorized by a vote of at least 55% of the voters voting at an election duly and legally called, held and conducted in the District on June 6, 2006. The Bonds are issued and sold by the Board of Education of the District, pursuant to and in strict conformity with the provisions of the Constitution and laws of the State of California, and of a resolution (herein called the “Resolution”) adopted by said Board of Education on November \_\_, 2011, and subject to the more particular terms specified in the Paying Agent Agreement, dated as of \_\_\_\_\_, 2012, between the District and the Paying Agent (the “Paying Agent Agreement”).

The Current Interest Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof, provided that no Current Interest 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, Current Interest Bonds may be exchanged for a like aggregate principal amount of Bonds of the same series, maturity, interest payment mode 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 series, maturity, interest payment mode and interest rate, and same aggregate principal amount will be issued to the transferee in exchange herefor.

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

The Current Interest 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 Redemption Schedule attached hereto. 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 of Education of the District 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; and that this bond is in substantially the form prescribed by order of the Board of Education of the District duly made and entered on its minutes. The Bonds represent an obligation of the District payable out of the interest and sinking fund of the District, and the money for the redemption of this bond, and the payment of principal of and interest thereon, shall be raised by taxation upon the taxable property of the 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, County of Alameda, State of California, has caused this current interest OAKLAND UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BOND (ELECTION OF 2006, SERIES \_\_), to be executed by the manual or facsimile signature of its President and to be countersigned by the manual or facsimile signature of the Secretary of said Board, as of the date set forth above.

---

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

Countersigned:

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

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION

This is one of the current interest OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS (ELECTION OF 2006, SERIES \_\_), described in the  
within-mentioned Paying Agent Agreement and authenticated and registered on  
\_\_\_\_\_.

U.S. BANK NATIONAL ASSOCIATION, 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  
CURRENT INTEREST BONDS

EXHIBIT B

[FORM OF CAPITAL APPRECIATION BOND]

Number UNITED STATES OF AMERICA Maturity Value  
R-\_\_\_\_\_ STATE OF CALIFORNIA \$\_\_\_\_\_  
COUNTY OF ALAMEDA

OAKLAND UNIFIED SCHOOL DISTRICT  
2011 GENERAL OBLIGATION BONDS  
(ELECTION OF 2006, SERIES \_\_)

CAPITAL APPRECIATION BONDS

Dated as of Maturity Date CUSIP NO.  
\_\_\_\_\_, 2011 \_\_\_\_\_, 20\_\_ 60012P \_\_\_\_

Registered Owner: CEDE & CO.

Principal Amount: \_\_\_\_\_ DOLLARS

Accreted Value at Maturity: \_\_\_\_\_ DOLLARS

Oakland Unified School District, County of Alameda, State of California (herein called the "District"), acknowledges itself obligated to and promises to cause to be paid 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 "accreted value" hereof on the maturity date specified above, consisting of the principal amount hereof plus interest earned thereon and accumulated from the date hereof to such date (in accordance with the Paying Agent Agreement hereinafter defined and as reflected in the Table of Accreted Values hereinafter set forth; provided, that any accreted value determined in accordance with the Paying Agent Agreement shall prevail over any accreted values given in the Table of Accreted Values), compounded on \_\_\_\_1 and \_\_\_\_1 of each year commencing on \_\_\_\_1, 2012, assuming in any such semiannual period that this bond shall increase in value by the accumulation of earned interest in equal daily amounts on the basis of a 360-day year of twelve 30-day months, until the obligation represented hereby shall have been discharged, as provided in the Paying Agent Agreement hereinafter defined, upon the surrender hereof at the place or places designated in accordance with the Paying Agent Agreement by the paying agent/registrars and transfer agent of the District (herein called the "Paying Agent"), initially U.S. Bank National Association 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 Paying Agent Agreement 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 \$\_\_\_\_\_, and designated as "Oakland Unified School District General Obligation

Bonds (Election of 2006)” (the “Bonds”). The Bonds were authorized by a vote of at least 55% of the voters voting at an election duly and legally called, held and conducted in the District on February 5, 2008. The Bonds are issued and sold by the Board of Education of the District, pursuant to and in strict conformity with the provisions of the Constitution and laws of said State, and of a resolution (herein called the “Resolution”) adopted by said Board of Education on November \_\_, 2011, and subject to the more particular terms specified in the Paying Agent Agreement dated as of \_\_\_\_\_, 2012, between the District and the Paying Agent (the “Paying Agent Agreement”).

The Capital Appreciation Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 accreted value at maturity (the “maturity value”) or any integral multiple thereof, except that the first numbered Capital Appreciation Bond may be issued in a denomination such that the maturity value of such Bond shall not be in an integral multiple of \$5,000, and provided that no Capital Appreciation 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 maturity value of Bonds of the same series, interest payment mode, and maturity 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 series, maturity, interest payment mode and 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 Capital Appreciation 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 on the Redemption Schedule attached hereto. 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 Table of Accreted Values attached hereto has been prepared and furnished by the original purchaser of the Capital Appreciation Bonds, and the County and the District take no responsibility for any inaccuracy therein.

The Board of Education of the District 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; and that this bond is in substantially the form prescribed by order of the Board of Education of the District duly made and entered on its

minutes. The Bonds represent an obligation of the District payable out of the interest and sinking fund of the District, and the money for the redemption of this bond, and the payment of principal of and interest thereon, shall be raised by taxation upon the taxable property of the 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, County of Alameda, State of California, has caused this current interest OAKLAND UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BOND (ELECTION OF 2006, SERIES \_\_), to be executed by the manual or facsimile signature of its President and to be countersigned by the manual or facsimile signature of the Secretary of said Board, as of the date set forth above.

---

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

Countersigned:

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

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION

This is one of the capital appreciation OAKLAND UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS (ELECTION OF 2006, SERIES \_\_) described in the within-mentioned Paying Agent Agreement and authenticated and registered on \_\_\_\_\_.

U.S. BANK NATIONAL ASSOCIATION, 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  
CAPITAL APPRECIATION BONDS

\$ \_\_\_\_\_  
**OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS (ELECTION OF 2006, SERIES \_\_)**

**[TABLE OF ACCRETED VALUES]**



EXHIBIT C  
[FORM OF HYBRID INTEREST MODE BOND]

[TO COME]

EXHIBIT D

[FORM OF FEDERALLY TAXABLE QUALIFIED SCHOOL CONSTRUCTION BOND]

[TO COME]

**BOND PURCHASE CONTRACT**

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\$ \_\_\_\_\_

**OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS  
(ELECTION OF 2006, SERIES 2012)**

consisting of:

Series \_\_ Current Interest Bonds  
Series \_\_ Capital Appreciation Bonds  
Series \_\_ Convertible Capital Appreciation Bonds  
Series \_\_ Federally Taxable Qualified School Construction Bonds

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\_\_\_\_\_, 2012

Board of Education  
Oakland Unified School District

Ladies and Gentlemen:

The undersigned, as representative of itself, Siebert Branford Shank & Co., LLC and Piper Jaffray & Co. (collectively, the "Underwriter") offer to enter into this Bond Purchase Agreement with the Board of Supervisors of the County of Alameda (the "County"), acting on behalf of the Oakland Unified School District (the "District"). The offer made hereby is subject to acceptance by the District by execution and delivery of this Bond Purchase Contract (the "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 Underwriters hereby agree to purchase from the District for offering to the public, and the District hereby agrees to sell to the Underwriters for such purpose all (but not less than all) of the above-captioned bonds (the "Bonds") at the Purchase Price of \$ \_\_\_\_\_ calculated as shown in Appendix A hereto. The Underwriter's discount of \$ \_\_\_\_\_ does not exceed [\_\_]% of the principal amount of the Bonds (excluding costs of issuance the Underwriter has agreed to pay pursuant to Section 9(a)). The true interest cost for the Bonds is \_\_\_\_\_%.

2. The Bonds. The Bonds shall be issued pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, and in accordance with a resolution of the Board of Education of the District, adopted on November \_\_, 2011 (the "Resolution"), a resolution of the Board of Supervisors of the County, and a Paying Agent Agreement (the "Paying Agent Agreement") by and between the District and U.S. Bank National Association, as Paying Agent (the "Paying Agent"). The Bonds shall conform in all respects to the terms and provisions set forth in the Resolution and in this Purchase Contract, including in Appendix A hereto. The Bonds shall be issued in the form of [Current Interest Bonds, Capital Appreciation Bonds, Converting Capital Appreciation Bonds, and Federally Taxable Qualified School Construction Bonds], as described herein.

The Series \_\_ Bonds which are current interest Bonds shall be dated as of the date of delivery, and shall mature on \_\_\_\_\_ 1 in each of the years, in the principal amounts, and pay interest at the rates, shown in Appendix A. Interest on the Series \_\_ Bonds shall be payable on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year, commencing [\_\_\_\_\_ 1, 2012].

The Series \_\_ Bonds which are capital appreciation Bonds, shall be dated the date of their delivery, and shall mature on \_\_\_\_\_ 1 in each of the years and in the redemption values at maturity ("maturity values") shown in Appendix A. The initial principal amounts of each maturity of the Series \_\_ Bonds shall be as shown in Appendix A. Interest on the Series \_\_ Bonds shall be compounded on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 in each year, commencing [\_\_\_\_\_ 1, 2012].

[Add terms of hybrid interest mode Bonds and qualified school construction Bonds, will be added as necessary.]

The Bonds shall otherwise be as described in the Preliminary Official Statement of the District with respect to the Bonds, dated \_\_\_\_\_, 2012 (together with the appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto, the "Preliminary Official Statement").

The current interest, capital appreciation and qualified school construction Bonds shall be subject to optional and mandatory sinking fund redemption on the terms and at the times shown in Appendix A.

The Bonds shall be in full book-entry form. One fully registered certificate for each maturity of the Bonds which are current interest bonds and one fully registered certificate for each maturity of the Bonds which are capital appreciation 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 Bonds, but neither the failure to print such number on any 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 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 Bonds as of the date hereof at the prices shown in 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 Bonds were sold to the public, in such form as the District and Bond Counsel may reasonably request, for purposes of determining the yield on the Bonds.

The District and the County hereby ratify, approve, and confirm the distribution of this Purchase Contract, the Resolution, the Paying Agent Agreement and the Preliminary Official Statement in connection with the public offering and sale of the Bonds by the Underwriter.

The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement, and 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 to each customer who purchases any 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 a national repository 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 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 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 seven business days from the date hereof, so many copies of the Official Statement of the District with respect to the Bonds as the Underwriter shall reasonably request, signed by an authorized District representative, dated as of the date hereof, 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 (as defined in Section 8 hereof):

(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 County and the District have duly authorized and has full legal right, power and authority to issue, sell and deliver the Bonds pursuant to the Paying Agent Agreement, and to provisions of the laws of the State of California.

(c) The District has full legal right, power and authority to enter into this Purchase Contract, to execute and deliver the Paying Agent Agreement, and to observe and

perform the covenants and agreements hereof and of the Paying Agent Agreement to be observed and performed by the District.

(d) The District has duly adopted the District Resolution in accordance with the laws of the State; 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 the Bonds and this Purchase Contract, and the observance and performance by the District through its officers and agents of its covenants and agreements contained in the Bonds and this Purchase Contract required to have been performed at or prior to the Closing Date; and the District has complied, and will at the Closing be in compliance in all respects, with the obligations in connection with the issuance of the Bonds on its part contained in this Purchase Contract, the Resolution, and the Bonds.

(e) 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.

(f) 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; in each case excluding therefrom any information contained therein relating to DTC or its book-entry only system, 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 Tax Collector/Treasurer of the County of Alameda (the “County Treasurer”), information provided by the Underwriter concerning the reoffering of the Bonds, 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.

(g) The District will undertake, pursuant to the Resolution 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 Official Statement.

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

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 the Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District and the County, 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 (as that term is defined in California Government Code section 53590(c)) with the District or the County with respect to the 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(g) and 6(a)(8) hereof to provide continuing disclosure with respect to the 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 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 Underwriter of the Bonds to rely upon the Official Statement in connection with the resale of the Bonds, excluding in each case any information contained in the Official Statement relating to DTC or its book-entry only system, 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, and information provided by the Underwriter concerning the reoffering of the Bonds.

(2) a certificate, signed by an official of the County, 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), 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 or certificates, signed by appropriate officials of the District and the County, as appropriate, confirming to the Underwriter that, as of the date of this Purchase Contract and at the time of Closing, to the best of the knowledge of said official or officials, there is no litigation pending concerning the validity of the Bonds, the corporate existence of the District or the County, or the entitlement of the officers of the District or the County who have signed the Bonds or the various certificates and

agreements of the District relating to the issuance and sale of Bonds, to their respective offices.

(4) certificates, signed by an official of the District and of the County, respectively, confirming to the Underwriter that as of the Closing Date all of the representations of the District and the County 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 opinion (or opinions) of Orrick, Herrington & Sutcliffe LLP, Bond Counsel with respect to the issuance of the Bonds (“Bond Counsel”), addressed to the District, as to the validity of the Bonds, substantially in the form set forth as Appendix \_\_\_ to the Official Statement.

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

(7) the receipt of the District confirming payment by the Underwriter of the Purchase Price of the Bonds.

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

(9) the duly executed Paying Agent Agreement, dated as of \_\_\_\_\_ 1, 2012.

(10) advice of rating of Moody’s Investors Service, to the effect that such rating agencies have rated the Bonds “\_\_” and “\_\_,” respectively (or such other equivalent rating as each such rating agency may give), and that each such rating has not been revoked or downgraded.

(b) At or before Closing, and contemporaneously with the acceptance of delivery of the 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 Bonds to the Underwriter and the satisfaction of all conditions and terms of this Purchase Contract by the District (or waiver thereof by the Underwriter), 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 and correct in all material respects.

(2) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the 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 cause the Bonds to be delivered 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 and the County 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 Bonds, in the reasonable opinion of the Underwriter, upon consultation with the District and the County:

(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, with respect to federal taxation of interest received on securities of the general character of the Bonds which are issued as federally tax-exempt or with respect to the subsidy with respect to the Series \_\_\_ Bonds (Qualified School Construction Bonds), or legislation shall have been enacted by the State of California which renders interest on the Bonds not exempt from State of California personal income taxes;

(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 Bonds to be registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or the Resolution to be qualified under the Trust Indenture Act of 1939, as amended; or

(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 Bonds or obligations of the general character of the 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.

(2) Unexcused. In the event the Underwriter shall fail (other than for a reason permitted by this Purchase Contract) to pay for the Bonds upon tender of the Bonds at the Closing, the Underwriter shall have no right in or to the 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, the County, and the Underwriter, the District will deliver or cause to be delivered to the Underwriter the 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 Bonds as set forth in Appendix A 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 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 Bonds as described herein shall be made, and all other documents to be delivered in connection with the delivery of the Bonds shall be delivered, at the offices of Orrick, Herrington & Sutcliffe LLP, San Francisco, California, or at such other place as shall have been mutually agreed upon by the District and the Underwriter. The 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. Such payment and delivery is herein called the "Closing" and the date thereof the "Closing Date."

9. Expenses. (a) The Underwriter hereby agrees that in addition to paying the District the Purchase Price of the Bonds as set forth in Appendix A hereto, it will pay costs of issuance of the Bonds up to \$\_\_\_\_\_, including any of the following: (i) the cost of the preparation and reproduction of the Resolution and the Paying Agent Agreement; (ii) the fees and disbursements of the District's financial advisor with respect to the Bonds; (iii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iv) the costs of the preparation, printing and delivery of the 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 Moody's Investors Service; and (vii) fees and expenses of the Paying Agent for the Bonds or the County Treasurer. District shall pay the balance of all such expenses which are incident to the performance of its obligations hereunder from proceeds of the Bonds or any other source of lawfully available funds.

(b) All other costs and expenses incurred by the Underwriter as a result of or in connection with the purchase of the 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 required to be paid to The Securities Industry and Financial Markets Association (SIFMA); (vi) MSRB fees; (vii) costs or fees of qualifying the 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; and (viii) fees of any counsel to the Underwriter.

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 or the Underwriter by delivering the same in writing to the District or the Underwriter at the respective addresses given below, or such other address as the District or the Underwriter may designate by notice to the other parties.

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: Gary Hall

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 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 Superintendent of the District or his authorized deputy, and shall be valid and enforceable at the time of such acceptance.

15. Counterparts. This Purchase Contract 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

COUNTY OF ALAMEDA

By: \_\_\_\_\_  
Authorized Officer

**PURCHASE CONTRACT APPENDIX A**

**TERMS OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS  
(ELECTION OF 2006), SERIES \_\_\_\_**

Purchase Price. Subject to the provisions of the Purchase Contract to which this Appendix A is attached, the Purchase Price for all of the Oakland Unified School District General Obligation Bonds, Election of 2006, Series \_\_\_\_ (the "Bonds") shall be \$\_\_\_\_\_, computed as follows:

Aggregate principal amount of the Bonds:

Series __ Current Interest Bonds	\$_____
Series __ Capital Appreciation Bonds	_____
Series __ Converting Capital Appreciation Bonds	_____
Series __ Qualified School Construction Bonds	_____

*plus* premium thereon \$\_\_\_\_\_

*less* Underwriter's Discount \$\_\_\_\_\_

*less* amount retained by Underwriter to pay costs of issuance. \$\_\_\_\_\_

**I. Payment Provisions**

[To come]

**II. Optional Redemption**

[To come]

**III. Mandatory Sinking Fund Redemption**

[To come]

**IV. [other redemption provisions]**

**SCHEDULE A**

**Oakland Unified School District  
General Obligation Bonds  
(Election of 2006), Series \_\_\_\_**

*[attach pricing sheet provided by Underwriter,  
with reoffering prices]*

## 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 General Obligation Bonds, Election of 2006, Series 2012 (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 GENERAL  
OBLIGATION BONDS, ELECTION OF 2006, SERIES 2012  
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]