BOARD AGENDA

Special Meeting
November 26, 2013

LYNWOOD UNIFIED SCHOOL DISTRICT
11321 Bullis Road, Lynwood, California 90262
Phone Number: 310-886-1600 Fax Number: 310-608-7483

SPECIAL MEETING OF THE BOARD OF EDUCATION
TUESDAY, November 26, 2013
CLOSED SESSION: 5:00p.m.-6:00p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Board of Education will be held on Tuesday, November 26, 2013, with Closed Session to be held at 5:00p.m. to 6:00p.m., and will reconvene into Open Session at 6:00p.m. to conduct its business meeting at the Education Center, 11321 Bullis Road, Board Room B-105, B-106, Lynwood, California, 90262. Closed Session will be conducted in accordance with applicable sections of California Law.

AGENDA

1. CALL TO ORDER Who: _____ Time: _____

2. ROLL CALL by Mr. Paul Gothold -Superintendent & Secretary to the Board
   Mrs. Maria G. Lopez, President
   Mr. Jose Luis Solache, Vice-President
   Ms. Briseida Gonzalez, MSW, Clerk
   Mrs. Rachel Chavez, Member
   Mr. Alfonso Morales, Esq., Member
   Atty. Adrienne Konigar-Macklin -ln-House/General Counsel

3. PUBLIC COMMENT/COMMUNICATIONS
   Please submit public comment forms prior to start of meeting at 5:00p.m. Per Board Policy #9323, Three (3) minutes may be allotted to each speaker to address Closed Session Items Only. (Closed Session items may be continued to end of meeting if necessary.)

4. GOVERNING BOARD- Recess to Closed Session

4.1 Conference With Legal Counsel- Pending Litigation- Pursuant to GC 54956.9(d)(l)
- Two (2) Cases

4.2 Conference With Legal Counsel- Anticipated/Potential Litigation- Pursuant to GC 54956.9(d)(2)

4.3 Conference to Decide Whether a Closed Session is Authorized- Pursuant to GC 54956.9(d)(3)

4.4 Conference for lnitiation of Litigation -Pursuant to GC 54945.9(d)(4)

4.5 Public Employment/Public Employee Performance Evaluation/Public Employee Discipline Dismissal/Release/Appoinlmenl (Pursuant to Government Code Section 54957)
- General Counsel

4.6 Public Employee Complaint

4.7 Conference with Labor Negotiator Agency Designated Representatives Employee Organizations
- CSEA, LTA, and SEIU
- Negotiator: Atty. Adrienne Konigar-Macklin

RECONVENE into OPEN SESSION

5. CALL TO ORDER Who: _____ Time: _____

6. ROLL CALL by Mr. Paul Gothold – Superintendent & Secretary to the Board
Mrs. Maria G. Lopez, President
Mr. José Luis Solache, Vice-President
Ms. Briseida Gonzalez, MSW, Clerk
Mrs. Rachel Chavez, Member
Mr. Alfonso Morales, Esq., Member
Atty. Adrienne Konigar-Macklin – In-House/General Counsel

7. FLAG SALUTE
MISSION STATEMENT:
The mission of the Lynwood Unified School District is to prepare every student for success in college and career as a responsible citizen in a global society by guaranteeing equity and access to meaningful learning activities relevant to the 21st century.

8. GOVERNING BOARD
Minutes Request Approval of Minutes for the Special Meeting of the Board of Education on September 7, 2013.

Motion: _____ Second: _____ Votes: _____

Minutes Request Approval of Minutes for the Special Meeting of the Board of Education on November 7, 2013.

Motion: _____ Second: _____ Votes: _____

Minutes Request Approval of Minutes for the Regular Meeting of the Board of Education on November 12, 2013.

Motion: _____ Second: _____ Votes: _____

9. REPORTS
- **Superintendent's Report**
- **Board Members' Reports**

10A. PUBLIC COMMENT/COMMUNICATIONS
No action or discussion is permitted on any item not included on the posted agenda per GC§ 54954.2 (a).
No action may be taken and no discussion held on items raised by the public except as provided in GC§54954.2 (b).

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING
Per Board Policy #9323 Three (3) Minutes May be Allotted to Each Speaker to address **all their items.** If translation services are required, please state that, and an additional one (1) Minute will be allotted. **Approach the lectern and give your name and address.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Reception Desk area of the district office at 11321 Bullis Rd., Lynwood, California, 90262. Also, at the district web site: http://www.lynwood.k12.ca.us.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Assistant Superintendent's Office at 310-886-1607. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure Accessibility to the Board meeting.

10B. **Public Hearing to Review the Parents' Choice Public Charter School Petition**

- Motion to open the Public Hearing by _____ Second by _____ Votes _____
- Public Comments and Communications
- Motion to close the Public Hearing by _____ Second by _____ Votes _____

CONSENT AGENDA

All items on the Consent Agenda will be approved with one motion, which is not debatable and which requires a unanimous vote for passage, and if any member of the Board, the Superintendent, or the public, so requests, an item shall be removed from this section and placed in the regular order of business following the approval of the Consent Agenda.

Motion _____ Second _____ Vote_____

11. ACADEMIC SERVICES

11.1 Request Approval to Enter into an Agreement with Total Education Solutions to Provide Tutoring Services to a Special Education Student

11.2 Request Approval to Enter into an Agreement with Horizon Entertainment, LLC. to Conduct Anti-Bullying and School Anti-Violence Assemblies at Lynwood High School During the 2013-2014 School Year

11.3 Request Approval to Enter into an Agreement with Parent Project Facilitators to Conduct Parenting Classes at Lynwood High School During the 2013-2014 School Year

11.4 Request Approval for Research and Evaluation Staff to Attend the Microsoft Training with New Horizons on January 6-10, 2014

11.5 Request Approval for Lynwood High School Staff to Attend the Link Crew Basic Training in Temecula, California on February 24 – 26, 2014

11.6 Request Approval for Lynwood High School Staff to Participate in the Advanced Via Individual Determination (AVID) Site Team Work Day for Second-Year Schools on February 25, 2014

11.7 Request Approval for Lynwood High School Boys' Basketball Team to Participate in the Holiday Basketball Tournament in Las Vegas, NV on December 17-22, 2013

11.8 Request Approval for Lynwood High School Girls' Basketball Team to Participate in the Nike and Energy Holiday Tournaments in Oakland, CA, Phoenix, AZ and Gillette, WY between December 15, 2013 and January 4, 2014

11.9 Request Approval to Enter into an Agreement with San Joaquin County Office of Education to Provide the Special Education Information System (SEIS) Program for 2013-2014 School Year

11.10 Request Approval to Attend the Science, Technology, Engineering, Arts, and Mathematics (S.T.E.A.M.) Workshop Sponsored by Greater Los Angeles Gifted Children's Association on December 21, 2013

11.11 Request Approval to Attend the Bureau of Education and Research Workshop on Improving Student Behavior, Classroom Management, and Techniques for Positive Behavior Support on January 9, 2014

11.12 Request Approval to Enter into an Agreement with the California Conference for Equality and Justice (CCEJ) to Design and Facilitate a District Wide Health Collaborative Retreat During the 2013 – 2014 School Year

12. HUMAN RESOURCES – CERTIFICATED

12.1 Request Approval of Certificated Personnel Schedule No. 13-14-08: Personnel Assignments, Employment and Separations

12.2 Administration is Requesting Approval of the Memorandums of Understanding ("MOUS"), Between the Lynwood Unified School District ("District") and the Lynwood Teachers' Association ("LTA"), Service Employees International Union, Local 99 ("SEIU"), Both Dated November 8, 2013, As Attached, Classified Non-Represented Employees, and Management, for the One-Time Off Schedule Bonus Equal to 2% of the Current Regular Base Salary

13. HUMAN RESOURCES –CLASSIFIED

13.1 Request Approval for Classified Personnel Report Schedule No. 13/14-08: Employment, Assignments, Leaves, and Separations

13.2 Approval is Requested for the Bilingual Stipend for Classified Employees (CSEA/Confidential) for Payment for Services Rendered as per Contractual Obligation for the 2012-2013 School Year in the Amount of $700

13.3 Request Approval of the Successor Agreement between the Lynwood Unified School District and the California School Employees Association, Local 116, Successor Agreement, Dated November 15, 2013

14. BUSINESS SERVICES

14.1 Request Board Review of Purchase Orders for Period Beginning October 28, 2013 through November 7, 2013

14.2 Request Board Approval of Warrant Schedule

14.3 Request Approval of Revolving Cash Report #5

14.4 Request Approval of Record of Collection Report #5

14.5 Request Approval of Acceptance of Donations

14.6 Request Approval to Award Roof Replacement at Lincoln, Will Rogers and Wilson Elementary, Lynwood and Vista High Schools to Best Contracting Services, Inc.

14.7 Request Approval to Award Roof Replacement at Hosler Middle School Gym Building to Commercial Roofing Systems, Inc.

14.8 Request Approval to Award a CMAS Contract for Roofing Materials only at Lincoln, Will Rogers and Wilson Elementary Schools, Hosler Middle School, Lynwood and Vista High Schools to the Garland Company, Inc. (CMAS Contract No. 4-01-56-0006A, Supplement No. 3)

14.9 Request Approval for Paul Gothold, Briseida Gonzalez, Peter Wong, and the Director of Fiscal Services to Attend the School Services of California 2014 Governor's Proposed Budget Workshop on January 15, 2014

14.10 Request Approval of Resolution No. 13-14/15 Requesting the Issuance of 2013-2014 Tax and Revenue Anticipation Notes for the District by the Board of Supervisors of the County of Los Angeles

14.11 Request Acceptance of Completion of the Exterior Painting Project at Abbott, Lindbergh and Wilson Elementary

14.12 Request Acceptance of Completion of the Exterior Painting Project at Lugo and Rosa Parks Elementary and Vista High School

14.13 Request Approval for Renee Johnston, Buyer, to Attend the California Association of Professional Procurement Officers Conference on January 13-17, 2014 at San Diego

14.14 Request Adoption of Resolution 13-14/17 – Resolution of the Board of Education of the Lynwood Unified School District, Los Angeles County, California Authorizing the Issuance of 2014 General Obligation Bond Anticipation Notes, and Actions Related Thereto

14.15 Request Adoption of Resolution 13-14/16 – a Resolution of the Board of Education of the Lynwood Unified School District, Los Angeles County, California, Authorizing the Issuance of Lynwood Unified School District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series B, and Actions Related Thereto

14.16 Request Approval to Enter a Service Agreement with Michael Ammermon, CPA for Payroll Tax Compliance Review Service in Conjunction with an IRS Audit

14.17 Request Approval of Certification of the 2013-2014 First Interim Financial Report

15. ADMINISTRATION

15.1 Request Approval to Attend Meetings, Workshops, and Conferences During 2013-2014 School Year

16. Report Out of Closed Session Pursuant to Government Code Section 54957

17. ITEMS FOR FUTURE AGENDAS:
ANNOUNCEMENTS:

18. ADJOURNMENT Time:

Respectfully Submitted,

Paul Gothold
Superintendent

GOVERNING BOARD

LYNWOOD UNIFIED SCHOOL DISTRICT
Special Meeting of the Board of Education
Saturday, September 7, 2013
CLOSED SESSION – 9:00a.m. – 12:00p.m.

MINUTES

Board Room, Education Center
11321 Bullis Road
Lynwood, California 90262

The special meeting/study session of the Board of Education, held on Saturday, September 7, 2013, was called to order at 9:00 a.m. by the Board President, Mrs. Maria G. Lopez. All board members were present. The Superintendent, Mr. Paul Gothold, was also in attendance and took the roll.

Mrs. Maria G. Lopez, President
Mr. José Luis Solache, Vice President
Ms. Briseida Gonzalez, Clerk
Mrs. Rachel Chavez, Member
Mr. Alfonso Morales, Esq., Member

PUBLIC COMMENT/COMMUNICATIONS - *None*
No action or discussion is permitted on any item not included on the posted agenda per GC§ 54954.2 (a).
No action may be taken and no discussion held on items raised by the public except as provided in GC§54954.2 (b).

GOVERNING BOARD
The Board of Education, along with the Superintendent Mr. Paul Gothold, Chief Business Official Mr. Peter Wong, and representatives from Del Terra (Measure K Project Management Team) discussed the following:

- Mr. Gothold identified the purpose of this study session, which included update of current projects, master facilities plan, and potential future projects.
- Del Terra Representatives discussed the Bond Program & Future Plans:
  - Bond History
  - Summer Work Progress
  - Facilities Update Report
  - List/Phases of Projects
- Chief Business Official, Peter Wong gave a report on the portable buildings, including an ERP list.
- The board discussed options of using the remaining bond funding for either school repairs, renovation, modernization or new construction projects.

(Powerpoint presentation used during the meeting is posted on the website.)'

ITEMS FOR FUTURE AGENDAS & ANNOUNCEMENTS:
A second study session will be scheduled for progress reports and planning purposes.

ADJOURNMENT
The special board meeting/study session adjourned at 12:00pm.

Respectfully Submitted,

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
Special Meeting of the Board of Education
Thursday, November 7, 2013, 6:00pm

MINUTES

Board Room, Education Center
11321 Bullis Road
Lynwood, California 90262

The special meeting/study session of the Board of Education, held on Thursday, November 7, 2013, was called to order at 6:00 p.m. by the Board President, Mrs. Maria G. Lopez. All board members were present. The Superintendent, Mr. Paul Gothold, was also in attendance and took the roll.

Mrs. Maria G. Lopez, President
Mr. José Luis Solache, Vice President
Ms. Briseida Gonzalez, Clerk
Mrs. Rachel Chavez, Member
Mr. Alfonso Morales, Esq., Member

PUBLIC COMMENT/COMMUNICATIONS - *None*
No action or discussion is permitted on any item not included on the posted agenda per GC§ 54954.2 (a).
No action may be taken and no discussion held on items raised by the public except as provided in GC§54954.2 (b).

GOVERNING BOARD
The Board of Education, along with the Superintendent Mr. Paul Gothold, Chief Business Official Mr. Peter Wong, and representatives from Del Terra (Measure K Project Management Team) discussed the following:

- Scope of work – It was determined that projects under phase 1A came in $500,000.00 under budget, and that money/savings would be applied to phase 1B.

- Issue of assessed value in Lynwood - Staff, together with Mr. Frank Vega, worked with county officials to ensure that any surplus tax generated from high delinquency rate would be applied to 2014-2015, resulting in lower tax bill for residents.

- Future bond projects – The board gave direction for Project Management to complete a comprehensive needs assessment for all district schools and buildings.

(Powerpoint presentation used during the meeting is posted on the website.)

ITEMS FOR FUTURE AGENDAS & ANNOUNCEMENTS: *None*

ADJOURNMENT
The special board meeting/study session adjourned at 7:15pm.

Respectfully Submitted,

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
Tuesday, November 12, 2013
CLOSED SESSION – 5:00p.m. – 6:00p.m.

MINUTES

Board Room, Education Center
11321 Bullis Road
Lynwood, California 90262

The regular meeting of the Board of Education, held on Tuesday, November 12, 2013, was called to order at 5:03 p.m. by the Board President, Mrs. Maria G. Lopez, to conduct closed session. The Superintendent, Mr. Paul Gothold took the roll.

Mrs. Maria G. Lopez, President
Mr. José Luis Solache, Vice President
Ms. Briseida Gonzalez, Clerk
Mrs. Rachel Chavez, Member
Mr. Alfonso Morales, Esq., Member

Also present was Atty. Adrienne Konigar-Macklin – General Counsel

PUBLIC COMMENT/COMMUNICATIONS - *None*

Board members moved to closed session at 5:04 p.m.
RECONVENED INTO OPEN SESSION: 6:04 p.m.
MINUTES

Reconvening into open session, Board President, Mrs. Maria G. Lopez called to order the regular meeting of the BOE, at 6:04 p.m. on Tuesday, November 12, 2013. The Superintendent called the roll.

Mrs. Maria G. Lopez, President
Mr. José Luis Solache, Vice President
Ms. Briseida Gonzalez, Clerk
Mrs. Rachel Chavez, Member
Mr. Alfonso Morales, Esq., Member

PLEDGE OF ALLEGIANCE TO THE FLAG
MISSION STATEMENT:

The mission of the Lynwood Unified School District is to prepare every student for success in college and career as a responsible citizen in a global society by guaranteeing equity and access to meaningful learning activities relevant to the 21st century.

Lugo ES Principal, Mr. Jose Jauregui, introduced 6th grader Iryss Bustamante who led in the flag salute and read the LUSD Mission Statement.

GOVERNING BOARD

Minutes — Mr. Solache moved to approve the minutes of the regular meeting of the Board of Education on October 22, 2013; seconded by Mr. Morales.

REPORTS

- **Students' Report** *(Full report posted on the website.)*
  - Firebaugh High School – by Denisse Gonzalez
  - Lynwood High School – by Adrian Alvarez
  - Vista Continuation High School – by Jovanna Barragan
  - Lynwood Adult School – by Javier Olguin

Mr. Solache acknowledged the presence of Miss Lynwood 1998 in the audience. He then pulled Agenda Report 15.1 – the naming of a building at Roosevelt Elementary School after retired teacher Ms. Vicki Pitman. Mrs. Lopez requested the audience to stand to honor Ms. Pitman, who received a copy of the Board Resolution read by Ms. Gonzalez. Mrs. Lopez thanked Ms. Pitman for her service to LUSD.

- **Superintendent's Report**
  - ***Mr. Gothold*** congratulated Mr. Solache for winning a seat at the City Council and Mr. Morales for being re-elected to the school board. Also present tonight is Ms. Alma Renteria, who is newly-elected to the School Board.

Asst. Superintendent, Mr. Gudiel Crosthwaite presented certificates of recognition to the participants of the Chinese Bridge Summer Camp. Mr. Omar Espinoza, who supervised the students while in China, shared details of the program with a PowerPoint presentation (posted on the website).

Mr. Gothold congratulated LHS for being recognized as one of the most improved schools in the state of California, as evidenced by results from the Healthy Kids Survey. Staff from LHS will be highlighted and presenting at a state-wide conference in Sacramento. He also expressed his gratitude to Ms. Pitman for her dedication and years of service, and said that her legacy will live on as her name is attached on the Roosevelt ES building.

- **Board Members' Reports**
  - ***Mr. Morales*** – No report.
  - ***Mrs. Chavez*** congratulated the newly-elected city and school board officials. She also announced that this will be her last board meeting and thus bid everyone "goodbye". She said it was her pleasure and honor to have served the parents and students of Lynwood.
  - ***Ms. Gonzalez*** shared about a Lynwood staff member who received a call about a child in need. This staff member personally responded and purchased items for this child. As a social worker, Ms. Gonzalez shared the passion to identify resources to meet a student's needs. She desires that Lynwood staff be well-informed and resourceful in addressing students' issues and needs outside of the academics. She directed staff to identify and formalize process for all school employees to guide students and parents to resources.
  - ***Mr. Solache*** attended the LHS and FHS homecoming events. He commended staff and students for the time spent decorating floats and preparing for the evening dance. He also attended the "Humanity Event" last Saturday and treated the high school Jazz band to Chico's Pizza. He personally thanked Ms. Pitman for her service at Roosevelt Elementary School.

With regards to the recent campaign and elections, Mr. Solache commented that his winning first place in the city council race was a result of clean campaign. He looks forward to serving the community in this new capacity. He will be missing his BOE colleagues, serving alongside this school board for the last ten years.

Lastly, to ensure equity and fairness, Mr. Solache asked staff to consider giving incentives to retiring classified employees, especially if teachers receive this benefit.

  - ***Mrs. Lopez*** welcomed everyone, recognized future board member Alma Renteria, and commented that the community's voice was heard at the recent election. Mrs. Lopez attended the Dia de los Muertos at Firebaugh High School. She thanked Ms. Jackie Espinoza and Mrs. Negrete for putting together this event. She was pleased to see three different sites honor Marco Antonio Firebaugh and was grateful to staff and students for the warm welcome of and kind gestures toward his family. Mrs. Lopez greeted everyone a Happy Thanksgiving.

PUBLIC COMMENT/COMMUNICATIONS - *None*
No action or discussion is permitted on any item not included on the posted agenda per GC§ 54954.2 (a).
No action may be taken and no discussion held on items raised by the public except as provided in GC§54954.2 (b).

10B. PUBLIC HEARING

10B. Public Hearing on Sufficiency of Instructional Materials, for Fiscal Year 2013-2014 & Approval of Resolution 13-14/10 for Filing with the Los Angeles County Office of Education

- Mr. Solache moved to open the Public Hearing; seconded by Mrs. Chavez. Passed with 5-0 votes.
- Public Comments and Communications - None

Mrs. Chavez commented that there were some concerns from the community if the schools do in fact have sufficient instructional materials. She said that it has become a normal practice for teachers to solicit materials and supplies from parents. She asked for clarification since this practice negates this declaration of sufficiency. She was told Abbott, Marshall, and Rosa Parks elementary schools were soliciting materials and supplies from parents.

Mr. Crosthwaite said that staff should not request instructional materials. LACOE visits school sites to ensure that students have the instructional materials they need. He affirmed that the concerns would be addressed and looked into

Mr. Solache commented that some parents or family members may at times donate supplies. Mr. Morales argued as to the necessity for solicitation/donation. He is more concerned about the timeliness of securing the necessary instructional materials.

Mrs. Lopez clarified that this item is addressing sufficiency of instructional materials, not consumable supplies (i.e., Kleenex tissue paper) which can be reasonably solicited.

- Mr. Morales moved to close the Public Hearing; seconded by Ms. Gonzalez. Passed with 5-0 votes.
- Motion to Approve Resolution No. 13-14/10, Regarding Sufficiency of 2013-2014 Instructional Materials for Filing with LACOE by Mr. Morales, seconded by Mr. Solache.

Item passed with 5-0 votes.

CONSENT AGENDA

All items on the Consent Agenda will be approved with one motion, which is not debatable and which requires a unanimous vote for passage, and if any member of the Board, the Superintendent, or the public, so requests, an item shall be removed from this section and placed in the regular order of business following the approval of the Consent Agenda.

Mr. Solache moved to approve the following agenda items; seconded by Ms. Gonzalez. Items passed with 5-0 votes.

11. ACADEMIC SERVICES

11.2 Request Approval for High School Spanish Department Staff to Participate in World Language Professional Development Seminars in Los Angeles, CA between December 14, 2013 and April 12, 2014

11.3 Request Approval to Purchase and Implement the Achieve 3000 Differentiated Literacy Software for Lynwood Middle School from November 1, 2013 to June 30, 2014

12.1 Request Approval of Certificated Personnel Schedule No. 13-14-07 Personnel Assignments, Employment and Separations

12.2 Request Approval of Payment to CRS Advanced Technology for the Subfinder ASP System

12.3 Request Approval of Payment to San Joaquin County Office of Education for Certificated Employment Postings Effective July 1, 2013

12.4 Request Approval of Amended 2013-2014 Instructional Calendar

13.1 Request Approval for Classified Personnel Report Schedule No. 13/14-07: Employment, Assignments, Leaves, and Separations

13.2 Approval is Requested for the Bilingual Stipend for Classified Employees (CSEA/Confidential) for Payment for Services Rendered as per Contractual Obligation for the 2012-2013 School Year in the Amount of: $2,870.00

13.3 Request Approval For Classified Personnel Attendance Incentive / Perfect Attendance Stipend Schedule For Classified Employees per the CSEA and SEIU Contracts for the 2012-2013 Fiscal Year

14.1 Request Board Review of Purchase Orders for Period Beginning October 7, 2013 through October 25, 2013

14.2 Request Board Approval of Warrant Schedule

14.3 Request Approval of Revolving Cash Report #4

14.4 Request Approval of Record of Collection Report #4

14.5 Request Approval of Acceptance of Donations

14.6 Request Acceptance of Completion of the Re-Roofing Projects at Lynwood Adult School and District Office

14.7 Request Acceptance of Completion of the Asphalt Repairs Project at Lindbergh Elementary

14.8 Request Acceptance of Completion of the Asphalt Repairs Project at Will Rogers Elementary

14.9 Request Acceptance of Completion of the Asphalt Repairs Project at Abbott Elementary

14.10 Request Acceptance of Completion of the Asphalt Repairs Project at Lugo Elementary

14.11 Request Acceptance of Completion of the Asphalt Repairs Project at Wilson Elementary

14.12 Request Acceptance of Completion of the Exterior Painting Project at Roosevelt Elementary

14.13 Request Approval to Enter a Service Agreement with Mission Trail Advisors for Comprehensive Bond Financial Advisory Services

14.14 Request Approval for Cathy Tang, Director of Child Nutrition Services to Attend the California School Nutrition Association Annual Legislative Action Conference on January 26-28, 2014 in Sacramento, CA

14.15 Request Approval of Resolution 13-14/14, Designation of District Representatives for School Facility Program Projects

14.16 Request Approval to Award the Asphalt Repair Projects at Lindbergh and Will Rogers Elementary Schools to Universal Asphalt Co. Inc.

Schools to Universal Asphalt Co. Inc.

15.1 Request Approval of Resolution No: 13-14/12, Naming the L-Building at Roosevelt Elementary School After Vicki Janet Pitman

15.3 Request Approval of Resolution: 13-14/11 in Support of Efforts to Modify How the Value of Commercial Properties in California are Reassessed to Benefit School Funding

Items pulled for discussion and separate votes.

11.1 Request Approval to Attend the DSS Community Care Licensing Update Workshop in Burbank, CA on November 8, 2013
The Superintendent pulled this item and reported that staff was unable to attend this workshop.

15.2 Request Approval of Resolution No: 13-14/13 – Lynwood Unified School District's Commitment to Teach, Develop, and Provide Opportunities for Student Leadership

Mr. Morales moved to discuss this item; seconded by Ms. Gonzalez.
Ms. Gonzalez shared that she personally requested for this resolution. She said that leadership is an essential skill set for students to become effective citizens and to prepare for college. She directed staff to put in place leadership training and suggested summer activities for this purpose. She said this should be true for all levels (K-12), developing skills in team-building, organization, multi-tasking, and decision making. She thanked the staff for considering her recommendations.

Item passed with 5-0 votes.

Report Out of Closed Session Pursuant to Government Code Section 54957

4.1 Conference With Legal Counsel – Pending Litigation – Pursuant to GC 54956.9(d)(1)
- *Case 1 – The board accepted staff's recommendation.*
- *Case 2 – The board received information only.*

4.2 Conference With Legal Counsel – Anticipated/Potential Litigation – Pursuant to GC 54956.9(d)(2)
- *No action.*

4.3 Conference to Decide Whether a Closed Session is Authorized – Pursuant to GC 54956.9(d)(3)
- *No action.*

4.4 Conference for Initiation of Litigation – Pursuant to GC 54945.9(d)(4) - *No action.*

4.5 Public Employment/Public Employee Performance Evaluation/Public Employee Discipline Dismissal/Release/Appointment (Pursuant to Government Code Section 54957) - *No action.*

4.6 Public Employee Complaint – *No action.*

4.7 Conference with Labor Negotiator Agency Designated Representatives Employee Organizations
- *No action.*

ITEMS FOR FUTURE AGENDA & ANNOUNCEMENTS: ***None***

ADJOURNMENT

Mr. Solache moved to adjourn the regular board meeting in honor of Ms. Pitman; Mr. Morales seconded. The regular board meeting adjourned at 7:12 pm.

Respectfully Submitted,

Paul Gothold, Superintendent

PUBLIC HEARING

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent

BOARD MEETING DATE: November 26, 2013

FROM: **Adrienne Konigar-Macklin**
General Counsel

SCHOOL/DEPARTMENT: Human Resources

AGENDA ITEM: **PUBLIC HEARING TO REVIEW THE PARENTS' CHOICE PUBLIC CHARTER SCHOOL PETITION**

BACKGROUND INFORMATION:
This public hearing is to allow members of the public to comment on the request for a charter school by the United Parents' Choice Public Charter School from the Lynwood Unified School District. Pursuant to California Education Code § 47605(b), the Board of Education will conduct a public hearing to hear public comment and to consider the level of support for the above-described petition by teachers or other employees of the District and parents/guardians.

Rationale:
The Governing Board of the Lynwood Unified School District is required to administer the provisions of California state law regarding charter schools.

Within thirty days of receiving a final petition to review the charter of a charter school, the Board shall hold a public hearing on the provisions of the charter and consider the level of support for the petition by teachers employed by the District, other employees of the District and parents/guardians. The petition was submitted on November 17, 2013.

Following the public hearing, it is anticipated that the Board of Education shall either grant or deny the petition to establish a charter school at the regularly scheduled Board meeting (within 60 days of receiving a petition or within 90 days with the consent of the petitioners and the Board).

- Motion to Open Public Hearing by _____Second by _____ Votes _____
- Public Comments and Communications
- Motion to Open Public Hearing by _____Second by _____ Votes _____

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☐ Yes ☒ No	☐ Yes ☒ No	N/A

N/A	NO COST TO DISTRICT	N/A
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

CONSENT

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite**
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH TOTAL EDUCATION SOLUTIONS TO PROVIDE TUTORING SERVICES TO A SPECIAL EDUCATION STUDENT**

BACKGROUND INFORMATION:

The administration requests approval to enter into an agreement with Total Education Solutions to provide tutoring services to a Special Education student as mandated in the IEP.

Total Education Solutions will provide individual tutoring services (not to exceed 40 hours) as part of the Final Settlement Agreement for Case #N2013090179, dated 10/24/13.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	74114-0106

$2,200.00	Special Education	01.0-33100.0-57700-11900-5810-7410000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent
11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite**
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH HORIZON ENTERTAINMENT, LLC. TO CONDUCT ANTI-BULLYING AND SCHOOL ANTI-VIOLENCE ASSEMBLIES AT LYNWOOD HIGH SCHOOL DURING THE 2013-2014 SCHOOL YEAR**

BACKGROUND INFORMATION:

The administration requests approval to enter into an agreement with Horizon Entertainment, LLC, to conduct "Teen Truth Live" assemblies at Lynwood High School during the 2013-2014 school year.

Teen Truth Live will provide interactive multi-media student assemblies combined with motivational presentations. The Bullying and School Violence assembly will focus on social issues that can lead to serious consequences. The presentation challenges students to think about how their reactions to these issues impact the lives of those around them.

As a follow up, the presenter will conduct a two part training with 50 students that will empower them to coordinate campus wide activities to improve safety, connect students and embrace the school climate. The assemblies will focus on the social issues that can lead teenagers to use drugs and alcohol and the serious consequences teenagers may face when using illicit substances.

☒ **Renewal Contract/Item** ☐ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	43114-0075

$3,450.00	Safe and Supportive Schools (S3) Grant	01.0-37250.0-11100-10000-5850-4310000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite**
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH PARENT PROJECT FACILITATORS TO CONDUCT PARENTING CLASSES AT LYNWOOD HIGH SCHOOL DURING THE 2013-2014 SCHOOL YEAR**

BACKGROUND INFORMATION:

The administration requests approval to enter into an agreement with the Los Padrinos Parent Project Facilitators to conduct parenting classes at Lynwood High School during the 2013-2014 school year.

The project will target parents of at-risk students as part of a component of the school's Safety Grant which requires the site to provide resources to parents of at-risk students.

The facilitators, Shylee Johnson and Mabel Monge, will conduct three hour weekly sessions of the parent project to English and Spanish speaking parents for thirty weeks. The sessions will provide techniques on how to deal with strong willed and/or out of control children who are at risk to dropout or engage in destructive behavior. Topics will be developed jointly with parent participants.

Child care will be provided for participants.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	43114-0076 / 43114-0077

$15,000.00	Safe and Supportive Schools (S3) Grant	01.0-37250.0-11100-10000-5850-4310000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite**
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVAL FOR RESEARCH AND EVALUATION STAFF TO ATTEND THE MICROSOFT TRAINING WITH NEW HORIZONS ON JANUARY 6 - 10, 2014**

BACKGROUND INFORMATION:

The administration requests approval for Research and Evaluation staff to attend the Microsoft SharePoint 2013 training in Anaheim, CA with New Horizons on January 6 - 10, 2014.

The training will provide a good foundation for staff to install, implement, and manage Microsoft SharePoint 2013. Training voucher was previously paid for from the 2012-2013 budget.

Attendees:

Elizabeth Beblie and Silvino Montes

Cost includes registration fees and travel expenses.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	76214-0045

$ 282.50	Research and Evaluation	01.0-00000.0-00000-77000-5220-7620000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent
11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite**
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVAL FOR LYNWOOD HIGH SCHOOL STAFF TO ATTEND THE LINK CREW BASIC TRAINING IN TEMECULA, CA ON FEBRUARY 24 – 26, 2014**

BACKGROUND INFORMATION:
The administration requests approval for Lynwood High School staff to attend the Link Crew Basic Training in Temecula, CA on February 24 – 26, 2014.

Link Crew is a transition to high school program. Numerous studies show that the transition to high school is marked by a period of emotional stress and discomfort for adolescents, often times resulting in a decrease in academic achievement and an increasingly difficult social adjustment. It is this combination of factors that can be the impetus to poor decision making, as well as high risk and self destructive behavior for freshman. Link Crew provides a structure to connect upperclassman to underclassman that includes effective training and the necessary support to make the relationship meaningful. This will assist students to focus on school, rather than avoiding bullies and wondering how or if they're going to fit in. Link Crew's main goal is to successfully transition freshman by addressing the three fundamental transition needs: Safety, Information, and Connection. Link Crew creates a structure that connects every incoming freshman with a caring upperclassman from their first day of school through the end of their freshman year.

Participants will receive: Three full day training sessions; three nights' lodging and all meals; training manuals and instructional/media materials; database access; on-going phone support; one additional follow-up training day; and a follow-up handbook with ten lessons and supporting materials.

Participants
Lynwood High School: Luz Castillo, Maelanie Galima, Cathline Hekking and Ana Higuera
Firebaugh High School: David Ramirez

The amount covers registration fees, hotel accommodations, meals and travel expenses.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	43114-0079 74914-0011

$11,265.00 $2,700.00	Safe and Supportive Schools (S3) Grant Unrestricted Funds	01.0-37250.0-00000-27000-5220-4310000 01.0-00000.0-00000-21400-5220-7490000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent
11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite**
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVAL FOR LYNWOOD HIGH SCHOOL STAFF TO PARTICIPATE IN THE ADVANCED VIA INDIVIDUAL DETERMINATION (AVID) SITE TEAM WORK DAY FOR SECOND-YEAR SCHOOLS ON FEBRUARY 25, 2014**

BACKGROUND INFORMATION:

The administration requests approval for Lynwood High School staff to attend an Advanced Via Individual Determination (AVID) Site Team Work Day for Second-Year Schools on February 25, 2104 at the Los Angeles County Office of Education (LACOE).

The AVID program prepares students for college and helps them with the college application process. AVID students are a successful population at Lynwood High School and it is through this training that AVID teachers learn strategies that assist them with their students.

The name of this participant was omitted from the list of participants previously approved on October 8, 2013.

Participant: Sarah Blanchette, Lynwood High School.

Cost includes registration fees, meals, and travel expenses.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	43114-0080

$250.00	Title I	01.0-30100.0-00000-21400-5220-4310000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent
11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite**
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVAL FOR LYNWOOD HIGH SCHOOL BOYS' BASKETBALL TEAM TO PARTICIPATE IN THE HOLIDAY BASKETBALL TOURNAMENT IN LAS VEGAS, NV ON DECEMBER 17 - 22, 2013**

BACKGROUND INFORMATION:
The administration requests approval for Lynwood High School Boy's Basketball Team to participate in the Holiday Basketball tournament in Las Vegas, NV on December 17-22, 2013.

The Tarkanian Classic is one of the premier Pre-Christmas basketball tournaments in the nation. Bishop Gorman High School (Las Vegas, NV), Lone Peak High School (Highland, UT), Mater Dei High School (Santa Ana, CA) and Redondo Union High School (Redondo Beach, CA), all 2012-13 State champions – are among the headliners committed to compete. Other prominent national participants include Polytechnical (Long Beach, CA), Bishop O' Dowd High School (Oakland, CA), and Pinnacle High School (Phoenix, AZ). The championship rounds will be showcased at the Arena of the Orleans Resort.

For the week of December 17 – 20, a week of make up assignments will be provided to the student athletes, which will be due upon return on January 6. Absences will be classified as school activity related.

Travel Dates
December 17- 22, 2013 (by rental 15 passenger van)

Coaching Staff
William McGinis, Gary Lenoir, Cal Wright, Thomas Jordan, and Chris Calloway

Student Athletes
Eric Boose, Kevin Miller, Letrell Upshaw, Francisco Quintana, Zach Christain, Brandon Perez, Jordan Owens, and Rasheed Cox

Transportation, lodging and meals will be supported by fundraisers and donations.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☐ Yes ☒ No	Not Applicable

	No Cost to the District	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite**
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVAL FOR LYNWOOD HIGH SCHOOL GIRLS' BASKETBALL TEAM TO PARTICIPATE IN THE NIKE AND ENERGY HOLIDAY TOURNAMENTS IN OAKLAND, CA, PHOENIX, AZ AND GILLETTE, WY BETWEEN DECEMBER 15, 2013 AND JANUARY 4, 2014**

BACKGROUND INFORMATION:
The administration requests approval for Lynwood High School Girls' Basketball Team to participate in the Nike and Energy Holiday tournaments in Oakland, CA, Phoenix, AZ and Gillette, WY between Decenber 15, 2013 and January 4, 2014.

The Nike Tournament of Champions has been regarded as the most competitive and prestigious high school basketball event in North America and the world. The event has showcased literally hundreds of high school All-Americans and future collegiate and professional stars; its alumni include 8 Olympians and more than two dozen WNBA athletes. The Energy Classic is one of the region's most prestigious high school basketball tournaments. Both events recognize student athletes for their competitive spirit, teamwork and athletic accomplishment, rewarding schools to help advance sportsmanship and community.

For week of December 16 – 20, make up assignments will be provided to the student athletes, which will be due upon return on January 6. Absences will be classified as school activity related.
Travel Dates
Nike Tournaments – Oakland, December 15 – 17 and Arizona – December 18 – 22, 2013
Wyoming Energy Tournament – January 2 – 4, 2014

Coaching Staff
Dana Wilkerson, Ellis Barfield, Albert Johnson, Cliff Ziegler, Jessica Barfield, and Jasmine Crayon

Student Athletes
Priscilla Lopez, Jazmine Johnson, Cristal Lomax, Destinee Crayon, Christiana LLayne. Shytyra Powell, Orrianna Shirley, Monique Tamayo, Ingrid Hernandez, Alaisha Westbrook, Estela Gutierrez, Ariana Valdivia, Raven, Roberstson, Kemanie Patterson, Tairah Pryor, Mystasia Alexander, and Khristine Reed

Transportation, lodging and meals will be supported by fundraisers and donations

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☐ Yes ☒ No	Not Applicable

	No Cost to the District	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No
Superintendent's Office Certification:

Paul Gothold, Superintendent

11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite**
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVALTO ENTER INTO AN AGREEMENT WITH SAN JOAQUIN COUNTY OFFICE OF EDUCATION TO PROVIDE THE SPECIAL EDUCATION INFORMATION SYSTEM (SEIS) PROGRAM FOR 2013-2014 SCHOOL YEAR**

BACKGROUND INFORMATION:
The administration requests approval to enter into an agreement with the San Joaquin County Office of Education to provide the Special Education Information System (SEIS) program, for formulating, updating, tracking, storing and reporting student data and Individualized Education Plans (IEP's).

This system has advanced features currently not available through our current system and is used by approximately 73% of California school districts which makes communication and coordination among districts seamless. Also, SEIS, CASEMIS and AERIES work in conjunction to share current student information, something currently not available in LUSD.

SEIS will provide professional development for administrators and teachers beginning in the Spring Semester of 2014 and continuing through Fall Semester 2014.

Furthermore, this system will result in an annual cost savings for LUSD of approximately $2,000 in licensing as well as additional savings through improved efficiency.

Year One License Fee (13/14 FY)- the License and Set-Up fee will be prorated for 6 months and training will be provided by SEIS. (approx. $18,000 - License Fee, Set Up Fee, per Student Fee, SIS transfer Fee)
Year Two License Fee (14/15 FY): License fee and per student cost ($5 per student)
Year Three License Fee (15/16 FY): License fee and per student cost ($5 per student)

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	74114-0108

$18,000.00	Special Education	01.0-33100.0-57700-11900-5810-7410000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite**
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVAL TO ATTEND THE SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, AND MATHEMATICS (S.T.E.A.M.) WORKSHOP SPONSORED BY GREATER LOS ANGELES GIFTED CHILDREN'S ASSOCIATION ON DECEMBER 21, 2013**

BACKGROUND INFORMATION:
The administration requests approval to attend the Science, Technology, Engineering, Arts, and Mathematics (S.T.E.A.M.) workshop sponsored by greater los Angeles Gifted Children's Association on December 21, 2013

This workshop is to provide educators, parents, and the community with professional development, activities and events for meeting the academic and social-emotional needs of gifted and high ability students.

The workshop will provide the participants with information to:

- Connect servicing students across learning disciplines
- Import learning inside and outside the classroom through strategies at home, community resources and enrichment programs
- Better prepare staff for gifted learners in 21st Century Learning and the Common State Standards
- Learn educational situations that support the affective needs of students (social and emotional)
- Learn strategies for recruitment and retention of underrepresented students
- Learn the integration of technology into differentiated instruction
- Learn the identification and development of creativity and giftedness in young people
- Research current GATE providers

Participants: Gudiel R. Crosthwaite, Dr. Freda Rossi, Juanita Naranjo, Sandra Naranjo, Shomara Gooden, James Ricketts, Stephanie Aguon and Jose B Urias.

Costs include registration fees, meals and travel expenses

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	73814-0012

$1,550.00	Unrestricted funds	01.0-00000.0-00000-21400-5220-7380000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite** MC
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVAL TO ATTEND THE BUREAU OF EDUCATION AND RESEARCH WORKSHOP ON IMPROVING STUDENT BEHAVIOR, CLASSROOM MANAGEMENT, AND TECHNIQUES FOR POSITIVE BEHAVIOR SUPPORT ON JANUARY 9, 2014**

BACKGROUND INFORMATION:

The administration requests approval for Vista High School teacher to attend the Bureau of Education and Research Workshop on January 9, 2014.

The workshop focuses on highly practical strategies for building positive relationships with students, implementing interventions, and providing behavioral support that will improve academic achievement. The workshop will also provide a resource handbook with strategies and interventions that can be incorporated in the classroom.

Participant: Eric Emmons

Costs includes registration fees and travel expenses.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	53514-0010

$305.00	Unrestricted Funds	01.0-00000.0-32000-21400-5220-5350000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Gudiel Crosthwaite**
Assistant Superintendent

SCHOOL/DEPARTMENT: Educational Services

AGENDA ITEM: **REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA CONFERENCE FOR EQUALITY AND JUSTICE (CCEJ) TO DESIGN AND FACILITATE A DISTRICT WIDE HEALTH COLLABORATIVE RETREAT DURING THE 2013 – 2014 SCHOOL YEAR**

BACKGROUND INFORMATION:

The administration requests approval to enter into an agreement with the California Conference for Equality and Justice to design and facilitate a one full day (6 hour) retreat for school administrators, district officials, and the LUSD Health Collaborative during the 2013-2014 school year.

The purpose of this retreat is to provide LUSD administrators a better understanding of the Health Collaborative; develop new strategies to improve the Health Collaborative partnership; and enhance the services for students. The cost for the planning, curricula design, retreat facilitation, and report of the full day retreat is $1,000.00. The cost includes meeting with key members of the administration and Collaborative to begin the design process, develope the agenda, facilite the retreat, and provide a written report of the outcomes with recommendations post retreat.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	76914-0047

$1,000.00	Unrestricted Funds	01.0-00000.0-00000-72000-5850-7690000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent
11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Nancy Nichols-Nolasco**
Director

SCHOOL/DEPARTMENT: Human Resources (Certificated)

AGENDA ITEM: **REQUEST APPROVAL OF CERTIFICATED PERSONNEL SCHEDULE NO. 13-14-08 PERSONNEL, ASSIGNMENTS, EMPLOYMENT AND SEPARATIONS**

BACKGROUND INFORMATION:
The following is the Certificated Personnel Report 13-14-08, which details personnel employment actions before the Board, such as, but not limited to: hiring, changes of status, separations, leaves for approval and/or ratification, extra-duty and honorariums.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

$ varies	Multiple resources in relation to employment action	various
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent
11-26-2013

CERTIFICATED PERSONNEL
PERSONNEL SCHEDULE NO. 13-14-08 (11/26/13)

Request approval of employment for the following substitute teachers for the 2013-2014 school year. The employees will be compensated from general funds 01.0-00000.0-11100-10000-1160-7690000.					
1	Terrell, Melanie				
2	Frausto, Martha				

Request approval for leaves of absence.					
	NAME	**POSITION**	**SITE**	**REASON**	**EFFECTIVE DATE**
1	Dorsey, Jerilyn	Teacher	Lugo Elementary	Medical	10/24/13 – 04/24/14
2	Foltz, Margaret	Teacher	Chavez Middle School	Medical	11/18/13 – 03/01/14
3	Galvan, Rebecca	Teacher	Lugo Elementary	Medical	12/11/13 – 12/23/13
4	Ivey, Rosia	Psychologist	Special Education Dept.	FMLA	09/18/13 – 10/28/13
5	Noriega, Maria	Child Care Supervisor	Lindbergh Child Care Center	Medical/FMLA	10/10/13 – 11/25/13
6	Rutledge, Judy	Teacher	Lynwood Middle School	Medical	10/22/13 – 10/31/13

	NAME	**POSITION**	**FROM**	**EFFECTIVE**
1	Dennis, Michael	Teacher	Group 7/Step 1	09/30/13
2	Stewart, April	Preschool Supervisor	Group 5/Step 7	11/13/13
3	Hsu, Franklin	Teacher		

Request approval of 2013-2014 Fall Sport Coaches					
	NAME	**SITE**	**POSITION**	**SPORT**	**HONORARIUM**
1	Mc Ginis, William	Lynwood High	Athletic Director	Boys Athletic Director	10%
2	Williams, Mark	Lynwood High	Head Varsity Coach	Football	9%
3	Alcorn, Patrick	Lynwood High	Assist. Varsity Coach	Football	4%
4	Arevalo, Juan	Lynwood High	Assist. Varsity Coach	Football	4%
5	Faulkner, Joseph	Lynwood High	Assist. Varsity Coach	Football	4%
6	Claustro, Alejandro	Lynwood High	Head Coach	Cross County	6%
7	Ortiz, Albert A.	Lynwood High	Head Varsity Coach	Girls Volleyball	6%
8	Viera, Cynthia	Lynwood High	Head JV Coach	Girls Volleyball	5%
9	Dominguez, Monica	Lynwood High	Head Varsity Coach	Girls Tennis	6%
10	Senozan, Diane	Lynwood High	Head JV Coach	Girls Tennis	5%
11	Lenoir, Gary	Lynwood High	Head Varsity Coach	Boys Basketball	8%
12	Mc Ginis, William	Lynwood High	Head JV Coach	Boys Basketball	5%
13	Ellis, Barfield	Lynwood High	Head Varsity Coach	Girls Basketball	8%
14	Craver, Archie	Lynwood High	Assist. Varsity Coach	Girls Basketball	4%
15	Crayon, Jasmine	Lynwood High	Head JV Coach	Girls Basketball	5%
16	Mejia, Richard	Lynwood High	Head Varsity Coach	Softball	6%
17	White, Elliott	Lynwood High	Head Varsity Coach	Boys Track & Field	6%
18	Eldridge, Ronald	Lynwood High	Head Varsity Coach	Girls Track & Field	6%
19	Polanco, Freddy	Lynwood High	Head Varsity Coach	Boys Tennis	6%
20	Smith, Bambi	Firebaugh High	Athletic Director	Boys Athletic Director	10%
21	Villaseñor, Sergio	Firebaugh High	Head Varsity Coach	Football	9%
22	Vega, Paul	Firebaugh High	Assist. Varsity Coach	Football	4%
23	Villaseñor, Matthew	Firebaugh High	Head JV Coach	Football	7%
24	Rubin, Darnell	Firebaugh High	Head Sophomore Coach	Football	6%
25	Tirre, Johnny	Firebaugh High	Assist. Sophomore Coach	Football	4%
26	Gonzalez, Javier	Firebaugh High	Head Varsity Coach	Girls Volleyball	6%
27	Espinoza, Omar	Firebaugh High	Head JV Coach	Girls Volleyball	5%
28	Diep, Phil	Firebaugh High	Head Varsity Coach	Girls Tennis	6%
29	Gutierrez, Jimmy	Firebaugh High	Head Varsity Coach	Girls Golf	6%
30	Woods, Charles	Firebaugh High	Head Varsity Coach	Softball	6%
31	Diep, Phil	Firebaugh High	Head Varsity Coach	Boys Tennis	6%

CERTIFICATED PERSONNEL
PERSONNEL SCHEDULE NO. 13-14-08 (11/26/13)

Request approval of extra duty hours for the certificated employees listed below to serve as GATE Coordinators for the 2013-2014 school year. The employees will be compensated from general funds 01.0-00000.0-11100-10000-1130-7380000.

	Name	Site		Name	Site
1	Castrejon, Sandra	Abbott	9	Johnson, Jacquelyn	Marshall
2	Naranjo, Juanita	Helen Keller	10	Guevara, Carmen	Roosevelt
3	Naranjo, Sandra	Helen Keller	11	Gordon, Rachel	Rosa Parks
4	Liggins, Akisha	Lincoln	12	Graham, Kathleen	Washington
6	Vergara, Myrna	Lindbergh	13	Aguon, Stephanie	Will Rogers
7	Green, Dawn	Lugo	14	Ricketts, James	Wilson
8	Loza, Silvia	Mark Twain			

Request approval of extra duty hours for Victor Wilson to assist with CASAS testing, Associated Student Body, Student of the Month, and Partnerships & Internship activities at Lynwood Community Adult School from November 13, 2013 – June 12, 2014. The employee will be compensated from Adult Education funds 11.0-06390.0-41100-10000-1130-5900000.

Request approval of extra duty hours for Maristella LaMorena, Instructional Lead at Abbott Elementary School, to engage in professional development on August 26, 2013, to improve ELD instruction and ensure systematic ELD is taught consistently to help improve EL academic achievement including reclassification. The employee will be compensated from Title III funds 01.0-42030.0-47600-21400-1130-7450000. This item was previously approved but is resubmitted to add name of participant.

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Nancy Nichols-Nolasco**
Director

SCHOOL/DEPARTMENT: Human Resources (Certificated)

AGENDA ITEM: **ADMINISTRATION IS REQUESTING APPROVAL OF THE MEMORANDUMS OF UNDERSTANDING ("MOUS"), BETWEEN THE LYNWOOD UNIFIED SCHOOL DISTRICT ("DISTRICT") AND THE LYNWOOD TEACHERS' ASSOCIATION ("LTA"), SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99 ("SEIU"), BOTH DATED NOVEMBER 8, 2013, AS ATTACHED, CLASSIFIED NON-REPRESENTED EMPLOYEES, AND MANAGEMENT, FOR THE ONE-TIME OFF SCHEDULE BONUS EQUAL TO 2% OF THE CURRENT REGULAR BASE SALARY**

BACKGROUND INFORMATION:

Administration is requesting approval of the Memorandums of Understanding ("MOUs"), between the Lynwood Unified School District ("District") and the Lynwood Teachers' Association ("LTA"), Service Employees International Union, Local 99 ("SEIU"), both dated November 8, 2013, as attached, Classified Non-Represented Employees, and Management, for the one-time off schedule bonus equal to 2% of the current regular base salary.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

$	Various Funding Sources	Various Funding Sources
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

Memorandum of Understanding between SEIU Local 99 and the Lynwood Unified School District November 8, 2013

The Lynwood Unified School District Governing Board ("District") and Service Employees International Union, Local 99, ("SEIU") hereby enter into this Memorandum of Understanding ("MOU") regarding the continuation of furlough days and the provision of an off-schedule bonus, subject to ratification by SEIU membership and the District's Board of Education, and any necessary approvals by the Los Angeles County Office of Education.

1. The 3 furlough days in effect for the 2013-2014 school year shall remain in effect and be incorporated into this MOU.

2. For the 2013-2014 school year members of the bargaining unit currently employed as of October 24, 2013, shall receive a one-time off-schedule bonus equal to 2 percent (2%) of their current regular (base)salary payable on or before December 25, 2013.

3. This MOU shall be effective whether or not any other bargaining unit reaches a similar or identical agreement with the District. SEIU shall complete its ratification of this MOU on or before November 25, 2013 at 5:00 p.m. and shall notify the District of said ratification vote results on or before November 25, 2013 at 6:00 p.m.

For the District: 11/14/13

Paul Gothold, Superintendent

11/14/13

Adrienne D. Konigar-Macklin

For SEIU: 11/14/2013

Samuel Conner, Chief Steward, SEIU

Michael Haberberger 11/14/13

~~Manny Rangel~~, SEIU Representative

Memorandum of Understanding between Lynwood Teachers Association
and the Lynwood Unified School District
November 8, 2013

The Lynwood Unified School District Governing Board ("District") and the Lynwood Teachers Association, ("LTA") hereby enter into this Memorandum of Understanding ("MOU") regarding the continuation of furlough days and the provision of an off-schedule bonus, subject to ratification by LTA membership and the District's Board of Education, and any necessary approvals by the Los Angeles County Office of Education.

1. The 3 furlough days in effect for the 2013-2014 school year shall remain in effect and be incorporated into this MOU.

2. For the 2013-2014 school year members of the bargaining unit currently employed as of October 24, 2013, shall receive a one-time off-schedule bonus equal to 2 percent (2%) of their current regular (base) salary payable on or before December 25, 2013.

3. This MOU shall be effective whether or not any other bargaining unit reaches a similar or identical agreement with the District. LTA shall complete its ratification of this MOU on or before November 25, 2013 at 5:00 p.m. and shall notify the District of said ratification vote results on or before November 25, 2013 at 6:00 p.m. , if such ratification is required.

For the District:

Paul Gothold, Superintendent

Adrienne D. Konigar-Macklin

For LTA:

Fannie Jones-Hundley, LTA President

Dr. Lydia A. Hollie, LTA Bargaining Chair

LYNWOOD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Nancy Nichols-Nolasco**
Director

SCHOOL/DEPARTMENT: Human Resources (Classified)

AGENDA ITEM: **REQUEST APPROVAL FOR CLASSIFIED PERSONNEL REPORT SCHEDULE NO. 13/14-08: EMPLOYMENT, ASSIGNMENTS, LEAVES, AND SEPARATIONS.**

BACKGROUND INFORMATION:

PERSONNEL REPORT 13/14-08: the following is the "Personnel Report 13/14-08", which details personnel employment actions before the Board, such as, but not limited to: hiring, changes-of-status, limited-term employment, extra-duty, resignation, retirement, and leaves for approval and/or ratification.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

$	Various Funding Sources	Various Funding Sources
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

PERMANENT CLASSIFIED PERSONNEL: EMPLOYMENT

Permanent Employment for either outside candidates or change-of-status for internal employees:
due to either filling a vacancy (resignation/retirement/separation/promotion/voluntary demotion) or establishing a new position.
For any permanent assignment the required probationary period must be fulfilled.

NAME	POSITION	CLASS RANGE STEP	VA# Effective Start/End Date
1.Dunomes, Victor	Classification: Office Supervisor Work Hours: 8 Work Months: 12 Location: Lynwood HS Funding Source: QEIA/SIG Fund Reason: New Grant funded position.	Range: 321 Step: 02	131400272 10/10/13

LIMITED-TERM ASSIGNMENT

Limited-Term/Provisional Assignments/Sub-on-call as needed/Summer Assignments/Extended Assignments/Extra Duty

NAME	POSITION	CLASS RANGE STEP	VA# Effective Start/End Date
2.Espana, Frances	Classification: Records Clerk Work Hours: 4 Location: LHS / Adult School Funding Source: Adult School Fund Reason: Providing limited-term help.	Range: 041 Step: 01	131400292 11/18/13 to 06/30/14 or sooner
3.Hutchinson, Kathleen	Classification: Records Clerk Work Hours: 8 Location: Vista HS Funding Source: Continuation Education Fund Reason: Providing limited-term help.	Range: 041 Step: 01	131400228 10/28/13 to 06/30/14 or sooner
4.Luna, Deanna	Classification: Secretary (Sub-on-call) Work Hours: 8 Location: Classified Personnel Funding Source: Unrestricted General Fund Reason: Providing limited-term help on call as needed.	Range: 061 Step: 01	131400262 11/18/13 to 06/30/14 or sooner
5.Marsh, Katherine	Classification: Secretary (Sub-on-call) Work Hours: 8 Location: Classified Personnel Funding Source: Unrestricted General Fund Reason: Providing limited-term help on call as needed.	Range: 061 Step: 01	131400262 11/18/13 to 06/30/14 or sooner
6.Reveles, Graciela	Classification: Office Assistant II Work Hours: 8 Location: Regional Occupational Program Funding Source: Regional Occupational Program Fund Reason: Providing limited-term help.	Range: 119 Step: 01	131400293 11/18/13 to 06/30/14 or sooner
7.Slaughter, Latrice	Classification: Attendance Assistant Work Hours: 8 Location: Classified Personnel Funding Source: Attendance & SARB Fund Reason: Providing limited-term help on call as needed.	Range: 041 Step: 01	131400294 11/18/13 to 06/30/14 or sooner

LIMITED-TERM CLASSIFIED PERSONNEL: EXTRA DUTY

Workshop Schedule No. 12/13-04, reporting detail of workshop development, extra duty, and per diem assignments.
Rate of Pay: Normal hourly rate per currently assigned classification, range and step.

NAME	Training/Workshop/Extra Duty Hour Description Request approval of extra duty hours for (1) Instructional Assistants Special Education/Needs to attend training for the Competent Learning Module Program ("CLM"): not to exceed 6.5 hours per day and (2) Child Care Assistant to assist with interview ratings: not to exceed 3 hours.	Effective From/To
8.Brisbon, Justyn	Classification: Instructional Assistant Special Needs (Sub) Work Hours: 6.5 Location: District Office Funding Source: Special Education Fund	08/22/13 – 08/23/13 & 08/26/13 – 08/28/13
9.Castro, Nancy	Classification: Instructional Assistant Special Education Work Hours: 6.5 Location: District Office Funding Source: Special Education Fund	08/22/13 – 08/23/13 & 08/26/13 – 08/28/13
10.Martinez, Mitchell	Classification: Instructional Assistant Special Education (Sub) Work Hours: 6.5 Location: District Office Funding Source: Special Education Fund	08/22/13 – 08/23/13 & 08/26/13 – 08/28/13
11.Saenz, Vanessa	Classification: Instructional Assistant Special Needs (Sub) Work Hours: 6.5 Location: District Office Funding Source: Special Education Fund	08/22/13 – 08/23/13 & 08/26/13 – 08/28/13
12.Stewart, Spring	Classification: Child Care Assistant Location: District Wide Funding Source: Child Development Fund Reason: Providing assistance as a rater for the Child Care Assistant Oral Interviews on November 5, 2013 from 12:00p to 3:00p.	11/05/13 Not to exceed a total of 3 hours.
13.Vasquez, Mario	Classification: Instructional Assistant Special Needs Work Hours: 6.5 Location: District Office Funding Source: Special Education Fund	08/22/13 – 08/23/13 & 08/26/13 – 08/28/13

LEAVES

A leave of absence may end sooner than the end date that was originally approved, if requested by the employee. To request to return sooner than the date originally approved, the employee MUST (1) furnish official paperwork releasing them to return to work to their supervisor for review who will then forward the information to Classified Personnel for review and approval (if a release is required to return to work), and (2) turn in an amended absence request form to their supervisor for review and signature to be forwarded to Classified Personnel for review and approval. (Any amended leave will be resubmitted to the Board for ratification.)

LEAVES: MEDICAL

NAME	POSITION	LOCATION	Effective Start/End Date
14. Accinelli-Londono, Giuliana	Security Officer	Firebaugh	EXTENDED LEAVE 10/31/13-11/07/13 (or sooner-extended from the 11/12/13 Board agenda)
15. Bellinger, Simone	After School Program Assistant	Wilson	09/03/13-11/12/13 (Date amended from the 10/08/13 Board agenda-or sooner)
16. Bennett, Linda	Computer Lab Assistant	Rosa Parks	EXTENDED LEAVE 11/18/13-11/29/13 (or sooner-extended from the 11/12/13 Board agenda)

LEAVES: MEDICAL

NAME	POSITION	LOCATION	Effective Start/End Date
17. Botello, Sandra	Testing Assistant	Firebaugh	**EXTENDED LEAVE** 10/25/13-12/05/13 (or sooner-extended from the 10/22/13 Board agenda)
18.Brim, Dandre	Custodian	Child Dev	10/18/13-11/19/13 (or sooner)
19. Brown, Pamela	Custodian	LHS	**EXTENDED LEAVE** 11/04/13-12/06/13 (or sooner-extended from the 10/22/13 Board agenda)
20. Cade, Fonda	Office Assistant II	Firebaugh	**EXTENDED LEAVE** 11/15/13-11/21/13 (or sooner-extended from the 10/22/13 Board agenda)
21. Camacho, Maria	Secretary	HMS	01/06/14-03/28/14 (or sooner-runs concurrently with PDL & FMLA)
22. Cole, Ruby	Records Clerk	HMS	**EXTENDED LEAVE** 10/24/13-12/17/13 (or sooner-extended from the 11/12/13 Board agenda-runs concurrently with FMLA)
23. Estrada, Socorro	Campus Monitor	Rosa Parks	**EXTENDED LEAVE** 11/12/13-12/11/13 (or sooner-extended from the 10/08/13 Board agenda)
24. Freeman, Lee	Custodian	Rosa Parks	**EXTENDED LEAVE** 11/12/13-12/02/13 (or sooner-extended from the 11/12/13 Board agenda)
25.Johnson, Saduski	Custodian	Thurgood Marshall	**EXTENDED LEAVE** 11/12/13-01/10/14 (or sooner-extended from the 10/22/13 Board agenda)
26. Jordan, Rahfreda	Nutrition Services Worker 1	Cesar Chavez	11/14/13-12/02/13 (or sooner-runs concurrently with FMLA)
27. Maya, Laura	Personnel Specialist	Human Resources	11/13/13-11/22/13 (or sooner)
28. Pena, Maria	Nutrition Services Satellite Kitchen Operator	Helen Keller	**EXTENDED LEAVE** 11/04/13-11/08/13 (or sooner-runs concurrently with FMLA-extended from 10/08/13 Board agenda)
29. Pinales, Fernando	Security Officer	LHS	**EXTENDED LEAVE** 11/12/13-11/19/13 (or sooner-extended from the 11/12/13 Board agenda)
30. Romero, Nancy	Instructional Assistant Special Needs	Lugo	**EXTENDED LEAVE** 11/01/13-01/31/14 (or sooner-extended from the 10/08/13 Board agenda)
31. Smith, Tanya	Lugo	Instructional Assistant Special Needs	10/31/13-11/18/13 (or sooner-runs concurrently with FMLA)

LEAVES: MEDICAL

NAME	POSITION	LOCATION	Effective Start/End Date
32. Smith-Hill, Sandra	Will Rogers CDC	Child Care Assistant	10/28/13-11/01/13 (or sooner)

LEAVES: MATERNITY/PREGNANCY DISABILITY (PDL)

NAME	POSITION	LOCATION	Effective Start/End Date
33. Camacho, Maria	Secretary	HMS	01/06/14-03/28/14 (or sooner-runs concurrently with medical & FMLA)

LEAVES: FAMILY MEDICAL LEAVE ACT (FMLA)

NAME	POSITION	LOCATION	Effective Start/End Date
34. Camacho, Maria	Secretary	HMS	01/06/14-03/28/14 (or sooner-runs concurrently with PDL & medical)
35. Cole, Ruby	Records Clerk	HMS	**EXTENDED LEAVE** 10/24/13-12/17/13 (or sooner-extended from the 11/12/13 Board agenda-runs concurrently with medical)
36. Jordan, Rahfreda	Nutrition Services Worker 1	Cesar Chavez	11/14/13-12/02/13 (or sooner-runs concurrently with FMLA)
37. Pena, Maria	Nutrition Services Satellite Kitchen Operator	Helen Keller	**EXTENDED LEAVE** 11/04/13-11/08/13 (or sooner-runs concurrently with medical-extended from 10/08/13 Board agenda)
38. Smith, Tanya	Lugo	Instructional Assistant Special Needs	10/31/13-11/18/13 (or sooner-runs concurrently with medical)

LEAVES: PERSONAL BUSINESS

NAME	POSITION	LOCATION	Effective Start/End Date
39. Anaya, Leticia	Mark Twain	After School Program Assistant	09/03/13-11/01/13 (or sooner-amended from the 09/24/13 Board agenda)

RESIGNATIONS

NAME	POSITION	LOCATION	Effective Start/End Date
40.Calloway, Frankie	Nutrition Service Worker I	LHS	11/22/13

INTENTIONALLY LEFT BLANK

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Nancy Nichols-Nolasco**
Director

SCHOOL/DEPARTMENT: Human Resources (Classified)

AGENDA ITEM: **APPROVAL IS REQUESTED FOR THE BILINGUAL STIPEND FOR CLASSIFIED EMPLOYEES (CSEA/CONFIDENTIAL) FOR PAYMENT FOR SERVICES RENDERED AS PER CONTRACTUAL OBLIGATION FOR THE 2012-2013 SCHOOL YEAR IN THE AMOUNT OF $700**

BACKGROUND INFORMATION:

Board approval is requested for payment of classified employees to receive the Bilingual Stipend for the 2012-2013 fiscal year totaling at $700.00. This payment is contractually obligated (CSEA Contract, Article VIII, Section 8.4) for services rendered for employees within the CSEA union. Payment is not contractually obligated for confidential employees, as these employees are not represented and thus not covered under the CSEA contract. However, payment to confidential employees for bilingual services rendered is recommended as this aligns with District procedure. Furthermore, approval is recommended as a result of work services having been verifiably rendered. The reason that this item comes before the Board on November 26, 2013 for services provided in 2012-2013, results from the fact that services must be verified prior to payment being issued. As some employees potentially receiving the stipend are 12-month employees, the District must wait until the close of the fiscal year to properly verify services. The verification process is extensive: (1) managers must submit a signed form certifying via signature that specific employees have been participating in work-related translating during the previous fiscal year and (2) employees must have passed a bilingual/bi-literate exam provided by a statewide testing consortium and locally content validated by subject matter experts, as per EEOC Testing Uniform Guidelines, in order to meet District fluency standards. These names were received after the last submission for Board items. These employees are still qualified and entitled to receive the Bilngual Stipend.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	N/A

$ 700.00	Various Funding Sources	Various Funding Sources
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

BILINGUAL/BI-LITERATE STIPEND
2012/2013

	LOCATION	NAME	CLASSIFICATION	MONTHS	AMT.	DATE SUBMITTED
1	LINDBERGH ELEMENTARY	LEYVA, MARLENE	CHILD CARE ASSISTANT	10	$350.00	8/27/2013
2	LINDBERGH ELEMENTARY	CUEVAS,DIANA	INST. ASST. SPECIAL NEEDS	10	$350.00	8/27/2013

Eligible amount to be paid out to employee will be verified by Payroll.

TOTAL **$700.00**

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Nancy Nichols-Nolasco**
Director

SCHOOL/DEPARTMENT: Human Resources (Classified)

AGENDA ITEM: **REQUEST APPROVAL OF THE SUCCESSOR AGREEMENT BETWEEN THE LYNWOOD UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, LOCAL 116, SUCCESSOR AGREEMENT, DATED NOVEMBER 15, 2013**

BACKGROUND INFORMATION:

Administration is requesting approval of the Successor Agreement ("Agreement"), between the Lynwood Unified School District ("District") and the California School Employees Association ("CSEA"), Local 116, dated November 15, 2013.

All provisions of the expired agreement remain in full force and effect, unless modified by the Agreement, as attached, and dated Novemeber 15, 2013.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

$	Various Funding Sources	Various Funding Sources
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, LOCAL 116, AFFILIATE OF AFL-CIO

SUCCESSOR AGREEMENT

A G R E E M E N T

THIS AGREEMENT is entered into pursuant to Sections 3540-3549 of the California Government Code effective this 30th day of June, 2013, between the Lynwood Unified School District (hereinafter referred to as District) and California School Employees Association, Local 116, an affiliate of AFL-CIO. All provisions remain of the expired agreement remain in full force and effect unless modified by this successor agreement.

ARTICLE II: NO DISCRIMINATION

2.2 **Affirmative Action-**

The District and CSEA agree that an effective affirmative action program is beneficial to the District, employees, and the community. The parties agree and understand that the responsibility for an affirmative action plan rests with the employer. The District shall consult with CSEA prior to implementing any affirmative action plan.

ARTICLE IV: ORGANIZATIONAL RIGHTS

4.1.2 –
The District will supply the Association with a seniority list once each year during the life of this Agreement when completed by the District and/or Personnel Director. The District agrees to base seniority on date of hire, as provided in Education Code Section 45308.

4.1.8 –
The District will pay up to fourteen (14) personal days per year distributed between up to ten (10) employees who are engaged in CSEA business. Such release time shall not unreasonably interfere with district operations or the instructional program and must be reported to the Site Supervisor and Director of Human Resources or designee. Such release time shall not be available unless and until it is reported to the Director of Human Resources by the President or Vice-President.

ARTICLE V: MANAGEMENT RIGHTS

5.1.2 Subject to the provisions of the Education Code. Hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, assignment, demotion or promotion.

5.1.6 Issues arising out of the exercise by the Board and administration of its authority and responsibilities under this Article V shall not be subject to the grievance procedure, Article XV, of this Agreement.

ARTICLE VI: SITE REPRESENTATIVES

6.2 Notification
The Association agrees to notify the District in writing of the names of employees who have been designated as site representatives. The Association will notify the District of the site representatives in January of each year and of any changes in representatives during the year.

6.3.1 Designated representatives will be permitted access to District facilities for the purpose of contacting members for investigating grievances. Representatives will notify supervisors or principals of their intent to investigate and/or of their arrival at a given work location. They will be permitted entry upon presentation of identification at times not disruptive to District operations.

ARTICLE VII : WORK PERIOD AND OVERTIME

7.1 **Workweek**

The maximum number of hours of regular full-time employment of an employee is eight (8) hours a day and forty (40) hours a week consisting of five (5) consecutive days. The normal workweek starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight. Assignment of a different workweek may be made with the approval of the Board of Education through its authorized administrators. The District may implement a ten-hour day four-day week.

7.2 **Workday**

The starting and ending times of the workday and the unit member's required workdays and number of work hours shall be determined solely by the District. Each bargaining unit member shall be assigned an established and ascertainable minimum number of hours. Any permanent rescheduling of hours or workdays by the District shall be subject to **7 calendar days** prior notice, except in cases of emergency, or if the employee agrees to transfer sooner.

7.4 **Overtime Defined**
Overtime is management ordered and pre-authorized working time in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, within the employee's current job classification.

7.5 **Authorization of Overtime**

Overtime must be authorized by the Superintendent of Schools or designee(s). The authorization must be given in advance of the time worked, otherwise the overtime will be regarded as unauthorized.

7.7 Compensatory Time Off - Status Quo with the following modification:

7.7.1 Compensatory time may be earned in the event an employee works in excess of 40 hours per work week or 8 hours per day. An employee in the bargaining unit may have the option to take compensatory time off in lieu of pay for overtime work.

7.13 All employees covered by this agreement and working five (5) hours or more a day shall entitled to and receive an uninterrupted duty free 30 minute lunch period. Employee and supervisor may mutually agree to changes in lunch periods. Supervisors may request that employees leave their work space on their lunch and break period.

7.15.1 Summer Employment

The District may work an employee up to ten work (10) days during the summer within the employee's regular job assignment without regard to seniority.

7.15.3 Unit members shall be selected for summer employment based on seniority and classification. Employees are expected to work the full summer assignment if selected and understand and agree that they may not be absent from their summer assignment, unless a doctor's note is provided for the absence. In the event an employee misses any days of their summer assignment, their assignment may be immediately terminated and offered to the next most senior employee, and at the discretion of the District they may not be chosen to work a summer assignment the subsequent year.

ARTICLE VIII: PAY AND ALLOWANCES

For the 2013-2014 school year members of the bargaining unit employed as of October 24, 2013, shall receive a one-time off-schedule bonus equal to 2 percent (2%) of their regular salary payable on or before December 25, 2013.

8.3. **Longevity**

Anniversary increments are to revised effective June 1, 2001 as follows:

An additional $10.00 to be added to the monthly base pay beginning with the tenth (10th) year of service.
An additional $40.00 to be added to the monthly base pay beginning with the twelfth (12th) year of service.
An additional $100.00 to be added to the monthly base pay beginning with the fifteenth (15th) year of service.
An additional $140.00 to be added to the monthly base pay beginning with the eighteenth (18th) year of service.
An additional $200.00 to be added to the monthly base pay beginning with the twentieth (20th) year of service.
An additional $230.00 to be added to the monthly base pay beginning with the twenty-third (23rd) year of service.
An additional $265.00 to be added to the monthly base pay beginning with the twenty-fifth (25th) year of service.
An additional $300.00 to be added to the monthly base pay beginning with the thirtieth (30th) year of service.
An additional $350.00 to be added to the monthly base pay beginning with the thirty fifth (35th) year of service.

8.4 **Bilingual Stipend**

8.4.1 Employees required to use Bilingual Bi-literate skills as determined by the District will receive a stipend in the amount of $35.00 per month. At the determination of the District, any employee required to possess bilingual / biliterate stills, as a result of their job description, will not be eligible for this stipend.

8.4.2 Employees who receive such stipend must be Bilingual/Biliterate in two (2) languages and pass the District's Competency test. Employees who possess a valid certificate as a result of passing the District's Competency test will be exempt from future tests.

8.5 Perfect Attendance Stipend

The District will pay all CSEA bargaining unit employees the following stipends as part of the "Perfect Attendance Stipend Program":

Zero (0) days absent	$500.00 annually

Article IX: BENEFITS

Status Quo with the following modifications:

9.2 Health Benefits

9.2.1 Premium Payments

Commencing with **2013-14** the District annual contribution per Full Time Equivalent (FTE) shall be set at **$8000** annually. The District will deposit **$8000** per FTE into a Health Reserve Account for the purpose of providing health, dental and vision insurance. In the event the employee is not full time, the contribution to the Health Reserve Account will be prorated according to each employee's full time equivalence.

The FTE allocation shall be based upon the September 1 staffing report.

The allocation for Health Benefits from the Health Reserve Account shall be as follows:

Employee Only: ($619.00)
Two Party: ($1060.00)
Family: ($1333.00)

If the monthly premium of the health benefits plan selected by the employee exceeds the allocated contribution, the additional cost will be borne by the employee through payroll deduction.

9.3 Dental Insurance

Effective October 1, 2013 the maximum allocation from the Health Reserve Account towards dental insurance for eligible unit members shall not exceed $67.66.

Dental Plans	Monthly Premium For 2012 – 2013	Monthly District Allocation / CAP	Employee Cost Per Month
MetLife HMO	**$28.93**	$28.93	$0.00
MetLife PPO	$126.88	$ 67.66	$59.22

9.4 Vision Care

The District will provide vision insurance selected by the District (Vision Service Plan – VSP) at no cost to the employee for eligible unit members and eligible dependents, subject to existing eligibility requirements for **Choice B,** per the allocation from the Health Reserve Account. If a unit member selects **Choice C** and the premium for vision benefits plan exceeds the allocated contribution, the additional cost will be borne by the employee through payroll deduction.

Vision Plans	Monthly Premium For 2012 – 2013	Monthly District Allocation / CAP	Employee Cost Per Month

Vision Service Plan (Choice B)	$10.80	$10.80	$0.00
Vision Service Plan (Choice C)	$17.09	$11.50	$5.59

9.5 Life Insurance

The District will provide life insurance in the amount of $10,000 for all members covered by this agreement. A spouse will have coverage for $5,000 (Spouse Life Insurance will terminate when age 70 is attained). A dependent child is age 6 months to 19 years old (or if a full time student to age 23) will have coverage for $2,500. The 2013-14 premium shall be:

Lincoln Financial Life Insurance Company **$3.80**

9.8.2 Early Retirement

After an employee has been in service to the District in a capacity entitling him/ her to district-financed insurance policies for a period of ten (10) years or more and elects to take early retirement, the District will continue to pay the employee's premium for the health, dental and life insurance for five (5) years or until he/she reaches the age of Medicare eligibility, whichever occurs first. All Medicare qualified employees shall enroll into the Medicare program at the age of 65 years. When the employee turns 65 years old and has less than 5 years of district paid retiree health benefits remaining, the District will provide $200.00 monthly towards a Medicare supplemental plan for the balance of 5 years.

In addition any bargaining unit member submitting their completed retirement document by March 1st 2014, and retires under Calpers by June 15th 2014, will receive an early retirement stipend of $7,500.00. Once submitted, the employee's retirement from the District is irrevocable.

9.9 The District will allow all bargaining unit employees to participate in an IRC-125 Plan.

9.10 The District will enroll all bargaining unit members in the California State Disability Insurance (SDI) Program.

ARTICLE X: HOLIDAYS

10.4 The District will develop the instructional calendar for each school year of this agreement and CSEA may provide input.

10.7 Year Round School – Remove and put in MOU to bring back same language in the event year round school is re-instated.

ARTICLE XI: VACATION LEAVES

11.7 Employees working less than twelve (12) months a year may be required to take the winter and spring recess periods as vacation time. When employees working less than twelve (12) months a year are unable to use up all of the vacation time earned during winter and spring recess periods, the employee and his/her supervisor shall see that the remaining days are used during the employee's work year. Employees may be compensated for any unused vacation days at the discretion of the District. Vacation will be earned on the basis of hours worked relative to an eight (8) hour day.

ARTICLE XIV: EMPLOYEE EXPENSES AND MATERIALS

14.3 Mileage

The use of private vehicles must be pre-approved by the supervisor and administrator in charge of the department in which the employee works. The District will pay a monthly mileage stipend of $50.00 per month to any employee who is required to travel during an assignment and use their personal vehicle during the same shift. This section shall not apply to employees working in a split assignment or on a split shift.

ARTICLE XXIII: DURATION

23.1 This agreement shall be in effect as soon as ratified by both parties and shall remain in effect through June 30, 2016.

23.2 Re-openers

The District and CSEA agree to close reopener negotiations for 2012-13 and all negotiations for that period are included in current negotiations and no further negotiations are necessary.

The District and the Association agree to re-open negotiations during the term of this Agreement as follows:

2013-2014

This agreement concludes re-opener negotiations for 2013-2014 and no further negotiations are necessary.

2014-2015

The parties may reopen negotiations on Wages, Health and Welfare, Leaves and Transfers and up to two additional Article(s) by mutual agreement of the parties.

2015-2016

The parties may reopen negotiations on Wages, Health and Welfare benefits and up to two articles at the option of each party, and any other Article(s) by mutual agreement of the parties.

For the District:

Date: _____

_____

_____

_____

For CSEA:

Date: 11/15/13

Herman Munlow

Lynda J Vaughan

Rhonda R Moore

Larry James Amaya

_____

_____

_____

ARTICLE XIV: EMPLOYEE EXPENSES AND MATERIALS

14.3 Mileage

The use of private vehicles must be pre-approved by the supervisor and administrator in charge of the department in which the employee works. The District will pay a monthly mileage stipend of $50.00 per month to any employee who is required to travel during an assignment and use their personal vehicle during the same shift. This section shall not apply to employees working in a split assignment or on a split shift.

ARTICLE XXIII: DURATION

23.1 This agreement shall be in effect as soon as ratified by both parties and shall remain in effect through June 30, 2016.

23.2 Re-openers

The District and CSEA agree to close reopener negotiations for 2012-13 and all negotiations for that period are included in current negotiations and no further negotiations are necessary.

The District and the Association agree to re-open negotiations during the term of this Agreement as follows:

2013-2014

This agreement concludes re-opener negotiations for 2013-2014 and no further negotiations are necessary.

2014-2015

The parties may reopen negotiations on Wages, Health and Welfare, Leaves and Transfers and up to two additional Article(s) by mutual agreement of the parties.

2015-2016

The parties may reopen negotiations on Wages, Health and Welfare benefits and up to two articles at the option of each party, and any other Article(s) by mutual agreement of the parties.

For the District:

Date: _____

For CSEA:

Date: _____

LYNWOOD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST BOARD REVIEW OF PURCHASE ORDERS FOR PERIOD BEGINNING OCTOBER 28, 2013 THROUGH NOVEMBER 7, 2013**

BACKGROUND INFORMATION:

Staff requests Board review of Purchase Order Schedule 14-07 for the period of October 28, 2013 through November 7, 2013.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	N/A

$ 278,337.97	Various	Various
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

BOARD LIST PURCHASE ORDER REPORT
SORTED BY FUND FROM 10/28/13 TO 11/7/13

PO NUMBER	VENDOR NAME	DESCRIPTION	SITE/DEPT	FUND	FUND AMOUNT
FUND 01					
0000025383	HEWLETT-PACKARD	COMPUTER SUPP/EQUIP	Lynwood Middle School	01.0	51,941.83
0000025384	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	Lugo Elementary	01.0	5,000.00
0000025385	SCHOOL NURSE SUPPLY, INC.	HEALTH SUPP/EQUIP	Lugo Elementary	01.0	420.23
0000025386	SOUTH COAST AIR QUALITY	LICENSE/FEES	Maint. Operations & Trans	01.0	1,280.69
0000025389	LOS ANGELES COUNTY OFC OF EDUC	MISCELLANEOUS	Districtwide	01.0	4,437.00
0000025390	MPS	BOOKS	Elementary Education	01.0	32,544.00
0000025391	KROGER-FOOD 4 LESS Cust. Charges	FOOD PRODUCTS	Vea/Rop	01.0	1,000.00
0000025399	T.A.J. OFFICE & SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Helen Keller Elementary	01.0	700.00
0000025400	JAGUAR EDUCATIONAL	INSTRUCTIONAL SUPPLIES	Helen Keller Elementary	01.0	65.15
0000025401	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	Helen Keller Elementary	01.0	630.58
0000025402	WARD'S NATURAL SCIENCE	INSTRUCTIONAL SUPPLIES	Lynwood High School	01.0	1,545.03
0000025403	SCHOLASTIC INC	INSTRUCTIONAL SUPPLIES	Lynwood High School	01.0	352.89
0000025404	SCHOOL OUTFITTERS	INSTRUCTIONAL SUPPLIES	Washington Elementary	01.0	399.60
0000025405	MULLIGAN FAMILY FUN CENTER	FIELD TRIPS	Wilson Elementary	01.0	1,490.00
0000025408	CUSTOM SIGNS	ELECTRICAL CONTRACTORS	Lugo Elementary	01.0	14,985.47
0000025409	HEC ENGINEERS & CONTRACTORS	ELECTRICAL CONTRACTORS	Lugo Elementary	01.0	11,900.00
0000025411	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	Helen Keller Elementary	01.0	3,815.00
0000025412	LAKESHORE LEARNING MATERIAL	INSTRUCTIONAL SUPPLIES	Helen Keller Elementary	01.0	2,000.00
0000025413	DAVE BANG ASSOCIATES	PLAYGROUND SUPP/EQUIP	Maint. Operations & Trans	01.0	1,510.43
0000025414	TRIMMING LAND COMPANY, INC.	LANDSCAPE CONTRACTORS	Maint. Operations & Trans	01.0	5,300.00
0000025415	COSCO FIRE PROTECTION	FIRE SAFETY SUP/EQUIP/SYS	Maint. Operations & Trans	01.0	3,080.00
0000025416	SOUTHERN CALIFORNIA EDISON	UTILITIES	Categorical & Grants	01.0	1,500.00
0000025417	BRD SECURITY PRODUCTS, INC.	CAMERA SUPP/EQUIP	Security	01.0	2,000.00
0000025418	HAYDEN MCNEIL	MISCELLANEOUS	Vea/Rop	01.0	216.91
0000025419	ACCUTRAIN	TRAINING SUPP/EQUIP	Washington Elementary	01.0	224.53
0000025420	FOLLETT SOFTWARE COMPANY	LIBRARY SUPP/EQUIP	Lugo Elementary	01.0	2,124.00
0000025421	ACCREDITING COMMISS. FOR SCHOOLS	MEMBERSHIPS	Lynwood High School	01.0	810.00
0000025422	BELLFLOWER MUSIC CENTER	MUSICAL INSTRUMENT/SUP	Secondary Education	01.0	5,000.00
0000025423	OFFICE DEPOT	OFFICE SUPPLIES	Secondary Education	01.0	1,500.00
0000025427	HEWLETT-PACKARD	COMPUTER SUPP/EQUIP	Controller	01.0	1,098.27
0000025429	FEATHERSTONE	CONTRACTED SERVICES	Information Systems	01.0	4,468.04
0000025430	SCHOLASTIC MAGAZINE	INSTRUCTIONAL SUPPLIES	Lynwood High School	01.0	1,140.97
0000025431	SJM INDUSTRIAL RADIO	SAFETY SUPP/EQUIP	Lynwood High School	01.0	4,987.84
0000025433	LAKESHORE LEARNING MATERIAL	INSTRUCTIONAL SUPPLIES	Will Rogers Elementary	01.0	2,000.00
0000025435	QUICK SOCCER	SPORTING GOODS	Firebaugh	01.0	861.10
0000025436	SURVEYMONKEY	MEMBERSHIPS	Elementary Education	01.0	204.00
0000025438	SAN DIEGO WILD ANIMAL PARK	FIELD TRIPS	Washington Elementary	01.0	1,050.00
0000025439	AQUARIUM OF THE PACIFIC	FIELD TRIPS	Washington Elementary	01.0	795.00
0000025440	HEWLETT-PACKARD	COMPUTER SUPP/EQUIP	Controller	01.0	1,658.00
0000025441	KROGER-FOOD 4 LESS Cust. Charges	CAFETERIA SUPP/EQUIP	Lynwood High School	01.0	1,000.00
0000025442	AP EXAMS	INSTRUCTIONAL SUPPLIES	Assessment and Evaluation	01.0	250.00
14-0000008	AIRLINE TICKETS 4 LESS	CONFERENCE AND TRAVEL	Firebaugh	01.0	928.40
			FUND 01 TOTAL		178,214.96
FUND 11					
0000025387	HARRIS SCHOOL SOLUTIONS	LICENSE/FEES	Adult Education	11.0	5,238.45
0000025388	PEARSON DIGITAL LEARNING	INSTR MEDIA MATERIAL/SUP	Adult Education	11.0	814.09
			FUND 11 TOTAL		6,052.54

BOARD LIST PURCHASE ORDER REPORT
SORTED BY FUND FROM 10/28/13 TO 11/7/13

PO NUMBER	VENDOR NAME	DESCRIPTION	SITE/DEPT	FUND	FUND AMOUNT
FUND 13					
0000025428	GLOBAL FOODS	FOOD PRODUCTS	Central Kitchen	13.0	10,000.00
0000025432	ROBERT SKEELS & CO	FOOD SERVICES SUPP/EQUIP	Central Kitchen	13.0	6,674.19
0000025434	ACTION SALES	FOOD SERVICES SUPP/EQUIP	Central Kitchen	13.0	7,488.30
			FUND 13 TOTAL		24,162.49
FUND 21					
0000025392	CONVERSE CONSULTANTS	TESTING LABORATORIES	Lynwood High School	21.0	13,450.00
0000025393	BRJ LANDSCAPE	REPAIRS - OTHER	Roosevelt Elementary	21.0	10,266.00
0000025394	ARMSTRONG & BROOKS CONSULTING	TESTING LABORATORIES	Lindbergh Elementary	21.0	9,250.00
0000025395	TOMARK SPORTS, INC.	CONSTRUCTION SUPP/EQUIP	Lynwood High School	21.0	3,433.10
0000025396	ARMSTRONG & BROOKS CONSULTING	TESTING LABORATORIES	Will Rogers Elementary	21.0	5,050.00
0000025397	NBH CONTRACTORS	CONTRACTOR GEN/SPECIFIC	Will Rogers Elementary	21.0	7,350.00
0000025398	BAYTEK ENGINEERING	TESTING LABORATORIES	Pathway High School	21.0	1,595.00
0000025406	Q.I.S.	COMMUNICATION SUP/EQUIP	Washington Elementary	21.0	3,963.00
0000025407	TRI-SIGNAL INTEGRATION, INC.	REPAIRS - OTHER	Abbott Elementary	21.0	8,200.88
0000025424	BAYTEK ENGINEERING	TESTING LABORATORIES	Lynwood Middle School	21.0	1,475.00
0000025424	BAYTEK ENGINEERING	TESTING LABORATORIES	Hosler Middle School	21.0	2,175.00
0000025425	ARMSTRONG & BROOKS CONSULTING	TESTING LABORATORIES	Lynwood High School	21.0	3,700.00
			FUND 21 TOTAL		69,907.98
			TOTAL		**278,337.97**

LYNWOOD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST BOARD APPROVAL OF WARRANT SCHEDULE**

BACKGROUND INFORMATION:

Request Board approval of the Warrant Schedule for the period of October 23, 2013 through November 15, 2013.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	N/A

$5,985,976.35	Various	Various
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

DATE: November 26, 2013

TO: Paul Gothold, Superintendent

FROM: Business Services Division

SUBJECT: Warrant Schedule for the Period of October 23, - November 15, 2013

These registers, as prepared by the Los Angeles County Office of Education, reflect disbursements that have been made in payment of previously approved purchase orders, recurring monthly expenses for mileage disbursements, conferences, utilities and other costs of public education.

The expenses reflected in the registers were not in excess of appropriations budgeted.

Copies of the registers are available for inspection during normal office hours in the Accounting Department, Lynwood Unified School District, 11321 Bullis Road, Lynwood, California 90262.

COMMERCIAL WARRANT REGISTER (B-WARRANTS)

Issue Date		Amount	Issue Date		Amount
10/23/13	$	239,067.08	11/12/13	$	227,894.68
10/24/13	$	97,928.02	11/13/13	$	79,024.18
10/25/13	$	91,195.63	11/14/13	$	560,810.63
10/28/13	$	42,674.20	11/15/13	$	3,396,582.77
10/29/13	$	-			
10/30/13	$	55,957.75			
10/31/13	$	259,879.96			
11/01/13	$	82,408.08			
11/04/13	$	254,054.65			
11/05/13	$	15,667.55			
11/06/13	$	102,428.74			
11/07/13	$	143,235.61			
11/08/13	$	337,166.82			
11/11/13	$	-			
			Total	$	5,985,976.35

For a more detailed account of specific District expenditures, please refer to page 3.

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

DATE: November 26, 2013
TO: Paul Gothold, Superintendent
FROM: Business Services Division
SUBJECT: Commerical Warrant Schedule for the Period of October 23, - November 15, 2013

	FUNDS	AMOUNT
1)	General Fund (01)	
	Total General Fund	$ 1,651,274.32
2)	Adult Education Fund (11)	
	Total Adult Education Fund	$ 27,258.88
3)	Child Development Fund (12)	
	Total Child Development Fund	$ 34,037.40
4)	Cafeteria Fund (13)	
	Total Cafeteria Fund	$ 55,831.84
5)	Deferred Maintenance Fund (14)	
	Total Deferred Maintenance Fund	$ -
6)	Building Fund (21)	
	Total Building Fund	$ 3,319,259.60
7)	Capital Facilities Fund (25)	
	Total Capital Facilities Fund	$ 64,469.91
8)	School Facilities Fund (35)	
	Total School Facilities Fund	$ 2,418.69
9)	Self-Insurance Fund (67)	
	Total Self-Insurance Fund	$ 173,768.73
10)	Scholarship Fund (73)	
	Total Scholarship Fund	$ -
11)	Payroll Clearance Fund (76)	
	Total Payroll Clearance Fund	$ 657,656.98
	Total Warrants All Funds	$ 5,985,976.35

LYNWOOD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong** PW
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST APPROVAL OF REVOLVING CASH REPORT #5**

BACKGROUND INFORMATION:

Staff requests approval of the attached 2013-14 Revolving Cash Report #5 covering the period of October 29, 2013 through November 15, 2013 for a total of $5,476.33.

☐ **Renewal Contract/Item** ☐ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

$5,476.33	Various	Various
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

11-26-2013

MEMORANDUM **ACTION**

November 18, 2013

TO: Paul Gothold, Superintendent

FROM: Yolanda Vega, Accounting Manager
VIA: Peter Wong, Chief Business Official

SUBJECT: Report of Revolving Cash Fund # 5 (FY 2013/2014)

I hereby certify that the following is a summary of Revolving Cash Fund disbursements for the period October 29, 2013 through November 15, 2013 and recommend that the Board ratify these expenditures:

EXPLANATION			AMOUNT
Other Operating Exp:			
Mileage Reimbursements:			
Claudia Padilla, Regina Ramos, Jody Shann, Janel King			$ 132.02
Conference Reimbursements and Expenses: *			$ 3,453.54
Jasmine Brown, Sarah Gonzales, Kayan Shah, Dana Wilkerson, Kristin Symer, Lakeisha Wright, Janel King, Jose Ochoa, Larry Reed, Vennieta Turner-Grant, Vicky Tucker, Richard Mejia, Jaclyn Mckie, Omar Zuniga, Ramon Enriquez, Sarah Blanchette, Charlene Ortiz, Megan Sheen, Michael Montoya, Zoreh Sheibanifar			
American Express	-	Supplies, Lodging, Travel & Registration Fees	$ 1,737.32
Elizabeth Cabrera	-	Office Expense	$ 37.45
Deette Clay	-	NABSE Conference - Shuttle Fee	$ 116.00
TOTAL			**$ 5,476.33**

Prior Board Approved Items*

LYNWOOD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST APPROVAL OF RECORD OF COLLECTION REPORT #5**

BACKGROUND INFORMATION:

Staff requests approval of the 2013-14 Record of Collection Report #5 covering the period of October 24, 2013 through November 5, 2013 for a total of $90,446.35.

☐ **Renewal Contract/Item** ☐ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

$90,446.35	Various	Various
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

11-26-2013

RECORD OF COLLECTIONS #5 FY 2013/2014

The following is a list of Cash Collections received by the Accounting Department during the period of October 24, 2013 to November 5, 2013. I hereby certify that these collections will be forwarded to the County Treasurer as provided by law.

Receipt Number	Source	Explanation		Amount
105167	Marisol Zuniga (Golden State Youth Soccer)	Facilities Fee - LMS 11/01/13	$	280.00
105168	ASB of Firebaugh High School	Reimb. PO#23595 Riddell-Football Equipment	$	1,635.00
105169	ASB of Firebaugh High School	Field Trip Transportation Fee - FHS	$	390.00
105170	Adolfo Mezquina	Reimbursement for Lost Key Fee	$	120.00
105171	Yanett Navarro (Instituto Mexicano de Arte y Cultura)	Facilities Fee - LMS Nov 2013	$	120.00
105172	Lindbergh Elementary School PTO	Field Trip Transportation Fee - Lindbergh	$	900.00
106856	Marisol Zuniga (Golden State Youth Soccer)	Facilities Fee - LMS 10/27/13	$	250.00
106858	Habitat For Humanity	Developer Fees - 3305 Magnolia Ave. #1-7	$	27,309.15
106872	Geraldine Rescinito - Lincoln ES	Fundraiser (Catalog Sales) - Lincoln ES	$	10,726.00
106873	Void	Void	$	-
106874	Pan Pacific Fiber, Inc.	Recycling - Will Rogers ES	$	37.40
106875	Geraldine Rescinito - Lincoln ES	Fundraiser (Catalog Sales) - Lincoln ES	$	4,020.00
106876	Peggy Wilson	Records Fee	$	99.00
106877	Office Depot	Refund Acct#60734327	$	291.07
106878	Grand G&G Inc.	Vending Machine - Commission Sept 2013	$	4,210.41
106879	City of Lynwood	Catering - Summer Food Service	$	12,686.02
106880	Corvel Enterprise Comp, Inc.	Abatement of W/C Temp. Disability Benefits	$	4,527.24
106881	Counseling & Research Associates dba Masada Homes	LMS Offices Lease - Sep 2013	$	3,694.68
106882	State of California	Medi-Cal Deposit Fund	$	1,672.56
106883	County of Los Angeles	Court Ordered Restitution-Jess Cisneros	$	267.49
106884	Jennifer L. Bourgana	Insurance Premium	$	999.52
106886	DJ CO-OPS	Rebate	$	641.26
106887	Textbook Warehouse LLC	Obsolete Books & Instructional Materials	$	3,502.15
106888	Volunteers of America of Los Angeles	Head Start Program Classroom Rental @ Abbott Nov 2013	$	2,000.00
106889	Hamid Zahedi	Insurance Premium	$	556.94
106890	Louisa Graham	Insurance Premium	$	104.24
106891	A. Tavizon	Insurance Premium	$	97.95
106892	Mary E. Cuseo	Insurance Premium	$	640.21
106893	Mary E. Cuseo	Insurance Premium	$	528.10
106894	Eric Eggena	Insurance Premium	$	28.93
106895	State of California	Medi-Cal Deposit Fund	$	3,122.69
106896	Volunteers of America of Los Angeles	Head Start Program Classroom Utilities @ Abbott May-Sep 2013	$	1,209.69
106897	Elizabeth Cabrera	Catering - H.R.	$	150.00
106898	Bill Larew - Larew Paper Source	Paper Recycling & Book Shredding	$	197.40
106899	Corvel Enterprise Comp, Inc.	Abatement of W/C Temp. Disability Benefits	$	2,126.37
106899	Corvel Enterprise Comp, Inc.	Abatement of W/C Temp. Disability Benefits	$	1,304.88
			$	90,446.35

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST APPROVAL OF ACCEPTANCE OF DONATIONS**

BACKGROUND INFORMATION:

In accordance with Board Policy 3290, the staff recommends that the Board of Education accept the following Donations:

A donation of $43.00 from Target to Helen Keller Elementary School for general educational expenses.

A donation of $335.00 from CBS Studios Inc. "Dr. Phil" to Lynwood High School ROP for general educational expenses.

☐ **Renewal Contract/Item** ☐ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

$378.00	Unrestricted General Fund	01.0-00000.0-00000-00000-8699-0000000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST APPROVAL TO AWARD ROOF REPLACEMENT AT LINCOLN, WILL ROGERS AND WILSON ELEMENTARY, LYNWOOD AND VISTA HIGH SCHOOLS TO BEST CONTRACTING SERVICES, INC.**

BACKGROUND INFORMATION:
The staff conducted a formal bidding process, bid package #CM-042113, for the replacement and repairs of existing roofs on portable classroom/buildings at Lincoln, Will Rogers and Wilson Elementary, Lynwood and Vista High Schools. The following 6 responsive bids were received:

1	**Best Contracting Services, Inc.**	**$126,162.00**
2	Adco Roofing	$195,995.00
3	Letner Roofing, Co.	$253,000.00
4	Commercial Roofing Systems, Inc.	$271,550.00
5	Western States Roof Systems	$283,100.00
6	Tecta America	$294,000.00

After an evaluation of the experiences, reputation, and financial condition of the bidders, the lowest responsive bidder for Lincoln, Will Rogers and Wilson Elementary, Lynwood and Vista High School for roof replacement projects is Best Contracting Services, Inc. The staff recommends the award of the roof replacement and repair projects to Best Contracting Services, Inc., at a total cost of $126,162.00.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2013-2014 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

(Amount)	(Name of funding source and/or location)	(Funding account number)
$27,222.00	School Building Fund – Measure K	21.0-90100.0-00000-85000-6250-1020000
$19,900.00		21.0-90100.0-00000-85000-6250-1080000
$32,290.00		21.0-90100.0-00000-85000-6250-1090000
$23,800.00		21.0-90100.0-00000-85000-6250-4310000
$22,950.00		21.0-90100.0-00000-85000-6250-5350000

Original budgeted amount $ _____

Balance after expenditure: $ _____

Are additional staff positions requested? ☐ Yes ☒ No ☐ N/A

Number of Staff needed: ___

Total cost of staff position(s): $ _____

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST APPROVAL TO AWARD ROOF REPLACEMENT AT HOSLER MIDDLE SCHOOL GYM BUILDING TO COMMERCIAL ROOFING SYSTEMS, INC.**

BACKGROUND INFORMATION:
The staff conducted a formal bidding process, bid package #CM-042113, for the roof replacement project at Hosler Middle School Gym Building. The following 5 responsive bids were received:

1	**Commercial Roofing Systems, Inc.**	**$159,952.00**
2	Best Contracting Services, Inc.	$170,600.00
3	Letner Roofing, Co.	$194,000.00
4	Adco Roofing	$214,264.00
5	Tecta America	$237,000.00

After an evaluation of the experiences, reputation, and financial condition of the bidders, the lowest responsive bidder for Hosler Middle School Gym Building for roof replacement project is Commercial Roofing Systems, Inc. The staff recommends the award of the roof replacement project to Commercial Roofing Systems, Inc., at a total cost of $159,952.00.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?
☒ Yes ☐ No

Are funds for this item included in the 2013-14 Budget?
☒ Yes ☐ No

$159,952.00	School Building Fund – Measure K	21.0-90100.0-00000-85000-6250-3220000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Original budgeted amount $ ____

Balance after expenditure: $ ____

Are additional staff positions requested?
☐ Yes ☒ No ☐ N/A

Number of Staff needed: ___

Total cost of staff position(s): $ ____

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST APPROVAL TO AWARD A CMAS CONTRACT FOR ROOFING MATERIALS ONLY AT LINCOLN, WILL ROGERS AND WILSON ELEMENTARY SCHOOLS, HOSLER MIDDLE SCHOOL, LYNWOOD AND VISTA HIGH SCHOOLS TO THE GARLAND COMPANY, INC. (CMAS CONTRACT NO. 4-01-56-0006A, SUPPLEMENT NO. 3)**

BACKGROUND INFORMATION:

In 2008, Lynwood USD had the Garland Co., Inc perform a District wide inspection of each roof in the District. In April of 2013, the District requested an updated inspection of each building. All sites were walked, inspected and re-evaluated. The buildings were separated into Priority 1 & Priority 2. Priority 1 buildings are high priority buildings with deteriorated roof systems causing interior leaks/damage that require immediate replacement. The district has awarded various contractors to install the new roof at the Priority 1 buildings. In an effort to lower the total cost, the District will purchase the roofing materials directly. The staff requests approval to utilize the CMAS contract for the purchase as opposed to a formal bid.

Purchasing of the roofing materials utilizing CMAS will provide the District with the following advantages:

- Reduction in Job Cost (Eliminates contractor mark-up on material)
- Improves Product Quality (Ensure quality manufacturer/materials and service)
- Reduction in Administration Cost

Lincoln ES	Will Rogers ES	Wilson ES	Hosler MS Gym	Lynwood HS	Vista HS	Total
$56,537.06	$43,284.84	$94,403.66	$94,464.86	$26,579.50	$37,573.79	**$352,843.71**

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2013-2014 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

$352,843.71	School Building Fund – Measure K	21.0-90100.0-00000-85000-6250-102/108/109/431/535/322
(Amount)	(Name of funding source and/or location)	(Funding account number)

Original budgeted amount $ ____

Balance after expenditure: $ ____

Are additional staff positions requested? ☐ Yes ☒ No ☐ N/A

Number of Staff needed: ___

Total cost of staff position(s): $ ____

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST APPROVAL FOR PAUL GOTHOLD, BRISEIDA GONZALEZ, PETER WONG, AND THE DIRECTOR OF FISCAL SERVICES TO ATTEND THE SCHOOL SERVICES OF CALIFORNIA 2014 GOVERNOR'S PROPOSED BUDGET WORKSHOP ON JANUARY 15, 2014**

BACKGROUND INFORMATION:

Staff requests approval for Paul Gothold, Briseida Gonzalez, Peter Wong and the Director of Fiscal Services to attend the School Services of California 2014 Governor's Budget Workshop on Janauary 15, 2014 at the Hyatt Regency of Orange County. The total cost of the workshop, including registration and travel, shall not exceed $400.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

Not to Exceed $800.00	Unrestricted General Fund	01.0-00000.0-00000-72000-5220-7600000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST APPROVAL OF RESOLUTION NO. 13-14/15 REQUESTING THE ISSUANCE OF 2013-2014 TAX AND REVENUE ANTICIPATION NOTES FOR THE DISTRICT BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES**

BACKGROUND INFORMATION:

Tax and Revenue Anticipation Notes (TRANs) are short-term debt instruments issued by a school district to meet the cash flow needs. The cash flow needs occur as a result of timing mismatches between receipt of revenues and the expenditure of general fund monies. Since the beginning of the fiscal crisis, the State has included a provision in the State budget deferring the payment of a substantial portion of the principal apportionment to the subsequent school year. As a result, most school districts have been experiencing a cash shortage at some point during the year. This year, the estimated deferred apportionment for the District is approximately $29 million, and we probably will not have enough operating cash on hand in May 2014. The same situation that we experienced the last three years and we have been issuing TRANs to mitigate the situation.

The staff recommends the adoption of the attached Resolution, which authorizes the issuance of TRANs, not to exceed $15 million in 2013-14 through the Los Angeles County Schools Pooled Financing Program. Adoption of the resolution does not obligate the District to participate in the Program. There are no costs to the District if we do not issue a TRANs. The resolution delegates to the administration the right to decide on participation based upon the parameters set forth in the resolution.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Unrestricted General Fund	N/A
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

RESOLUTION NO. 13-14/15

RESOLUTION OF THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT REQUESTING THE ISSUANCE OF 2013-2014 TAX AND REVENUE ANTICIPATION NOTES FOR THE DISTRICT BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES

WHEREAS, pursuant to Sections 53850 *et seq.*, of the Government Code of the State of California (the "Code") contained in Title 5, Division 2, Part 1, Chapter 4, Article 7.6 thereof, on or after the first day of any fiscal year, the Lynwood Unified School District (the "District") may borrow money by issuing notes to be designated "Lynwood Unified School District 2013-2014 Tax and Revenue Anticipation Notes" (the "Notes") in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District attributable to its fiscal year ending June 30, 2014 (the "Repayment Fiscal Year") for any purpose for which the District is authorized to expend moneys, including but not limited to current expenses, capital expenditures and the discharge of any obligation or indebtedness of the District; and

WHEREAS, Section 53853 of the Code provides that such notes may be issued by the board of supervisors of the county, the county superintendent of which has jurisdiction over the school or community college district on behalf of the school or community college district upon the authority of a resolution of the governing board of the school or community college district; and

WHEREAS, this Board of Education (the "Board of Education"), being the governing board of the District, desires the assistance of the Board of Supervisors of the County of Los Angeles (the "County Board") in connection with the issuance of the Notes; and

WHEREAS, pursuant to the Code, the Notes shall be payable no more than 13 months after the date of issue and the Notes shall be payable only from revenue received or accrued during the fiscal year in which the Notes were issued; and

WHEREAS, pursuant to Section 53856 of the Code, the District may pledge any taxes, income, revenue, cash receipts or other moneys deposited in inactive or term deposits, excepting funds of the District otherwise restricted, to the repayment of the Notes, which shall be issued as a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the District pledged for the payment thereof, shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Code; and

WHEREAS, the Notes to be issued hereunder in Fiscal Year 2013-2014 when added to the interest payable thereon, may not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of principal of the Notes and the interest thereon, as required by Section 53858 of the Code; and

WHEREAS, it may be in the best interests of the District to participate in a Los Angeles County Schools Pooled Financing 2013-2014 Tax and Revenue Anticipation Notes Program (the "Pooled Program") in order to achieve the highest possible rating, the lowest possible interest rate for the Notes and savings in costs of issuance and to improve the marketability of the Notes, and, accordingly, for the Treasurer and Tax Collector of the County of Los Angeles (the "Treasurer and Tax Collector") to provide for the execution and delivery of participation certificates ("Participation Certificates"), evidencing proportionate interests in the Notes for sale to the general public on a pooled basis with the tax and revenue anticipation notes of other school districts and/or community college districts located within the County of Los Angeles (the "County"); and

WHEREAS, the Los Angeles County Office of Education has approved the selection of underwriters who will purchase any Notes issued under the Pooled Program (the "Pooled Program Notes") and the selection of Bond Counsel who will provide the approving opinion on the Notes, and the Board of Education desires to have any Pooled Program Notes or, in the alternative, to have its individual Notes purchased by such underwriters upon such terms as may be approved by an Authorized Officer (as defined in Section 7 below) of the District;

NOW, THEREFORE, this Board of Education hereby determines and resolves as follows:

Section 1. Findings and Determinations. All of the recitals set forth herein are true and correct and this Board of Education so finds and determines.

Section 2. Authorization of Issuance of Notes; Terms of the Notes. This Board of Education hereby authorizes the issuance of its Notes in a principal amount not to exceed $15,000,000 under Section 53850, *et seq.*, of the Code to be designated "Lynwood Unified School District, 2013-2014 Tax and Revenue Anticipation Notes," the principal amount to be set forth in the Purchase Contract (hereinafter defined) and the Notes. The Notes are to be numbered from one consecutively upward in order of issuance, to be in denominations of $5,000 or any integral multiples thereof, to be dated the date of delivery thereof; to mature (without option of prior redemption) not more than 13 months after their date of issue and to bear interest, payable on the date of maturity (the "Maturity Date") and, if the Maturity Date for such Notes is more than 12 months from the date of issuance, on a date not more than 12 months after their date issuance and on the Maturity Date, all as determined by the Treasurer and Tax Collector and provided for in the Notes, computed on the basis of a 360-day year consisting of twelve 30-day months, at the interest rate or rates determined at the time of sale thereof but not in excess of the maximum rate permitted by law. The Notes may be issued for purchase by the Pooled Program whereby the District and certain other school districts and community college districts (collectively, with respect to any one series of Participation Certificates, the "Participants") located within the County will simultaneously issue tax and revenue anticipation notes to secure Participation Certificates evidencing proportionate and undivided interests in the Notes and the tax and revenue anticipation notes of the other Participants as provided in Section 7 below.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of the Treasurer and Tax Collector if such Notes are issued for purchase by the Pooled Program. The Treasurer and Tax Collector is hereby requested to act as a trustee, fiscal agent, dissemination agent and/or presentation agent (the "Fiscal

Agent") in connection with the Notes and the Participation Certificates related thereto, and the County may appoint an agent or other third party to perform any or all of such duties.

If the Notes are not issued for purchase by the Pooled Program, the principal of and interest on the Notes shall be payable to the registered owner thereof upon surrender of the Note at the principal office of The Bank of New York Mellon Trust Company, N.A., as certificate agent (the "Certificate Agent") as provided in the Trust Agreement (the "Trust Agreement") to be entered into by and between the County and the Certificate Agent.

Section 3. Form of Notes. The Notes shall be issued in fully registered form, and shall be substantially in the form attached hereto as Exhibit A and by this reference incorporated herein or with appropriate modifications to such form as the Treasurer and Tax Collector may determine and approve. There shall be delivered with the Notes a legal opinion of Hawkins Delafield & Wood LLP, or such other counsel as the Los Angeles County Office of Education may appoint, as bond counsel ("Bond Counsel") respecting the validity of said Notes and the exclusion from gross income of the interest thereon for federal income tax purposes and the exemption of interest thereon from present State of California personal income taxes.

Section 4. Deposit of Note Proceeds; No Arbitrage. The proceeds of sale of the Notes (net of costs of issuance) shall be deposited in or to the credit of the general fund of the District or otherwise as directed by the Authorized Officer to be withdrawn and expended for any lawful purpose for which the District is authorized to expend moneys, including, but not limited to, current expenses, capital expenditures and the discharge of any obligations or indebtedness of the District. The District hereby covenants that it will comply with the requirements of the Tax Certificate to be executed by the District with respect to the Notes and any other instructions requested by or otherwise provided by Bond Counsel.

Section 5. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during, or are attributable to, the Repayment Fiscal Year and which are lawfully available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, the District hereby pledges from the first unrestricted revenues received by the District (such pledged amounts being hereinafter called the "Pledged Revenues"), the amounts as fully described in the Purchase Contract and Notes. The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Code, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District. The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the moneys received by the District from such Pledged Revenues, as provided by law. Any tax and revenue anticipation notes issued subsequent to the Notes (the "Subordinated Notes") shall be payable from and secured by a lien

on unrestricted revenues received or attributable to Fiscal Year 2013-14 on a basis junior and subordinate in all respects to the lien on the unrestricted revenues received or attributable to Fiscal Year 2013-14 of the Notes authorized under Section 2 of this District Resolution. The Subordinated Notes shall not mature prior to the Notes or be subject to redemption prior to the maturity of the Notes. No deposit to any account established for the payment of principal of and interest on the Subordinated Notes shall be permitted prior to the deposit in full of each monthly set-aside requirement in the Repayment Fund for the Notes pursuant to Section 5 hereof.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment of the Repayment Fund (hereinafter defined) and the District agrees to cause to be deposited, and shall request specific amounts from the District's funds on deposit with the Treasurer and Tax Collector for such purpose, directly therein the first unrestricted revenues received by the District in the amounts and on the dates set forth in the Trust Agreement if such Notes are issued for purchase by the Pooled Program or in the Notes if such Notes are issued on a stand-alone basis (each individual month a "Repayment Month" and collectively, the "Repayment Months") and any amount thereafter attributable to the Repayment Fiscal Year, until the amount on deposit in such fund, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date (as specified in the Purchase Contract and Notes) is equal to the principal of and interest due on the Notes at maturity as specified in the Purchase Contract and the Notes; provided, however, that nothing herein shall prohibit or restrict the District from depositing moneys into the Repayment Fund in advance of a Repayment Month.

The District shall and does hereby authorize and instruct that, in the event that there have been insufficient Pledged Revenues received by the District by the third Business Day prior to the last Business Day (as defined in the Trust Agreement) of any Repayment Month (the "Pledge Date") to permit the deposit into the Repayment Fund of the full amount of the Pledged Revenues required to be deposited with respect to such Pledge Date, the Auditor-Controller shall collect the amount of any deficiency for deposit in the Repayment Fund in such amount as may be directed by the Treasurer and Tax Collector from any other unrestricted moneys of the District lawfully available for the payment of the principal of the Notes and the interest thereon on such Pledge Date or thereafter on a daily basis when and as such Pledged Revenues and unrestricted moneys are received by the District or for the account of the District and shall deposit said moneys with the Treasurer and Tax Collector for credit directly to the Repayment Fund.

None of the Pledged Revenues shall be available for the payment of principal of and interest due on any tax and revenue anticipation notes attributable to any Participant other than the District, and the District acknowledges and agrees that by participation in the Pooled Program or by issuing its Notes on a stand-alone basis, it shall not be entitled to any payment of principal of and interest on the Notes from the moneys of any Participant other than the District.

(C) Intercept Procedure. In accordance with Section 5(B) hereof and to effect the pledge contained in this resolution (the "District Resolution"), the District shall and does hereby authorize and instruct the Los Angeles County Auditor-Controller (the "Auditor-Controller") to intercept Pledged Revenues as set forth in Notes and the Trust Agreement, and place such amounts on deposit each Repayment Month with the Treasurer and Tax Collector directly in the Repayment Fund held by the Fiscal Agent with a designation to the Certificate

Agent of the amounts to be credited for the District. Upon such deposit, such funds will not be available to the District.

(D) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be held by the County in a separate and special fund designated as the "Lynwood Unified School District, 2013-2014 Tax and Revenue Anticipation Notes Repayment Fund" (herein called the "Repayment Fund") and the County will administer the Pledged Revenues through and including the Maturity Date of the Notes and apply such funds as directed in this District Resolution. Any moneys deposited in the Repayment Fund shall be for the sole benefit of the owners of the Notes and until the Notes and all interest thereon are paid, or until provision has been made for the payment of the principal of the Notes and all interest thereon in accordance with their terms, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created. The Treasurer and Tax Collector is directed to deposit all Pledged Revenues subject to deposit as provided in this Section 5(D) when and as received directly into the Repayment Fund, without further instruction by the District. From the dates of receipt by the Treasurer and Tax Collector of any of the Pledged Revenues subject to such deposit, the District shall have no right, title or interest therein.

(E) Disbursement and Investment of Moneys in Repayment Fund. All Pledged Revenues shall be deposited into the Repayment Fund upon receipt. After such date as the amount of Pledged Revenues on deposit in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District or otherwise as directed by the Authorized Officer. On the Maturity Date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund, to the greatest extent possible, shall be invested in Permitted Investments (as defined in the Trust Agreement) as directed by the Treasurer and Tax Collector or by the Authorized Officer in consultation with the Los Angeles County Office of Education. The Treasurer and Tax Collector (who is hereby designated as agent of the District for these purposes) is hereby requested to invest and/or to direct the investment of the proceeds of the Notes and the Participation Certificates and any other funds held under the Trust Agreement in accordance with the Trust Agreement and County policy governing the investment of such funds.

(F) Defaults in the Repayment of the Notes. If the Notes are not paid when due or are paid in whole or in part by a draw under or claim upon a form of credit support for the Notes or a series of Participation Certificates ("Credit Enhancement") which draw or claim is not fully reimbursed on such date, they shall become Defaulted Notes (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which Credit Enhancement applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest at the default rate specified in the Trust Agreement (the "Default Rate"). If the Notes are not secured by Credit Enhancement in whole or in part and are not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Enhancement applies which is unpaid), including the respective series of Participation Certificates, shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences,

the obligation of the District with respect to such Defaulted Notes or unpaid Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year as provided in Section 5(B) above.

Section 6. Execution of Notes. The District hereby requests the Treasurer and Tax Collector, or his designated deputy, and the appropriate officers of the County Board to execute the Notes by their manual or facsimile signatures and to affix a facsimile of the seal of the County thereon. Said officers shall be authorized to cause the blank spaces thereof to be filled in prior to initial delivery as may be appropriate. The District's approval of the information set forth therein shall be conclusively evidenced by the execution of the District's Note by the Treasurer and Tax Collector.

Section 7. Approval of Sale of Notes. This Board of Education hereby delegates to the President or Chairperson, as applicable, of the Board of Education, to the Superintendent, Assistant Superintendent for Fiscal Services, Business Manager or Chief Business Officer of the District, as the case may be, or such other authorized person (each, an "Authorized Officer"), the right, on behalf of the District, to elect to have the District participate in the Pooled Program or to have the Notes issued on a stand-alone basis. Such election shall be conclusively evidenced by the execution of the District's Note by the Treasurer and Tax Collector. In case any officer whose signature shall appear on any Notes shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Treasurer and Tax Collector shall, within the limitations set forth below, be authorized and directed, on behalf of the District, to enter into a contract of purchase (the "Purchase Contract") with the Underwriters (hereinafter defined) for the purchase of the Notes and the respective series of Participation Certificates. In connection with the Pooled Program, the Los Angeles County Office of Education, with the concurrence of this District, has appointed RBC Capital Markets, LLC, as representative of itself and any co-underwriter the Los Angeles County Office of Education may appoint as underwriters (collectively, the "Underwriters")

The tax and revenue anticipation notes of the Pooled Program shall be deposited into a trust to be established under and pursuant to the Trust Agreement, creating a trust estate, which shall contain the Notes and the tax and revenue anticipation notes of the other Participants in such series, if any. The Notes, if such Notes are issued on a stand-alone basis, shall be deposited into a trust to be established under and pursuant to the Trust Agreement, creating a trust estate, which shall contain the Notes. It is hereby recognized, acknowledged and agreed that the Certificate Agent appointed pursuant to the Trust Agreement may execute and deliver a Series of Participation Certificates on behalf of the District and the other Participants of such Series, each representing the proportional, undivided ownership interest of the registered owner thereof in the Notes of the Pooled Program related to such Series of Participation Certificates. The District agrees to recognize each registered owner of the related Series of Participation Certificates as the beneficial owner of its Notes to the extent of such registered owner's proportional, undivided interest in the Notes. The Authorized Officer is hereby authorized to execute and deliver any documents and to take such other action as may be necessary or proper to carry out the interest of the provisions hereof. The participation by the District in the Pooled Program and the execution and delivery of a Series of Participation Certificates under the Trust

Agreement shall not cause the District to be liable for payments of principal of or interest on the tax and revenue anticipation notes attributable to any other Participant.

Section 8. Authorization and Approval of Preliminary Official Statement and Official Statement. The Underwriters are hereby authorized to prepare a Preliminary Official Statement and an Official Statement relating to the Notes and the Pooled Program. Each Authorized Officer is hereby authorized and directed to provide to the Underwriters such information relating to the District as the Underwriters shall reasonably request in connection with the preparation of and for inclusion in the Preliminary Official Statement and the Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement, except for certain omissions permitted by Rule 15c2-12 of the Securities and Exchange Commission (the "SEC") promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), is hereby deemed "final" within the meaning of the Rule; provided that no representation is made by the District as to the information contained in the Preliminary Official Statement relating to the other Participants or any municipal bond insurer.

If, at any time prior to the execution of the Purchase Contract by the County, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriters. If, at any time subsequent to the execution of the Purchase Contract by the County and prior to the "end of the underwriting period" (as defined in the Rule), any event occurs as a result of which the information contained in the Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriters. If, in the opinion of the Underwriters, such event requires the preparation and distribution of a supplement or amendment to the Preliminary Official Statement or Official Statement, the District shall prepare and furnish to the Underwriters, at the expense of the District, such number of copies of the supplement or amendment to the Preliminary Official Statement or Official Statement, as applicable, in form and substance mutually agreed upon by the District and the Underwriters, as the Underwriters may reasonably request.

Section 9. Representations and Warranties.

(A) The District is a validly existing school district or community college district under the Constitution and laws of the State, with the right and power to execute, deliver and perform its obligations under this District Resolution.

(B) The performance of the District's obligations under this District Resolution and compliance with the provisions hereof by the District do not and will not conflict with or constitute on the part of the District a breach of, or a default under, the Constitution of the State, any existing law, charter, ordinance, regulation, decree, order or resolution, or any agreement, indenture, mortgage, lease or other instrument, to which the District is subject or by which it is bound.

(C) No action, suit, proceeding or investigation is pending or threatened against the District in any court or before any governmental authority seeking to restrain or enjoin the execution or delivery of or in any way contesting or affecting the validity of this District Resolution or the receipt or application of the Pledged Revenues pledged to pay the Notes or contesting the powers of the District to participate in the financing represented by the Participation Certificates.

(D) The maximum aggregate principal amount of the Notes, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from the State and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon as required by Section 53858 of the Act.

(E) The District, for the purpose of evidencing compliance with the provisions of Section 42133 of the California Education Code, has not filed its Fiscal Year 2012-13 or Fiscal Year 2013-14 interim financial reports with a qualified or negative certification pursuant to Education Code Section 42131(a)(1) and the Superintendent of Schools has not classified the District's interim financial reports for such fiscal years to be qualified or negative pursuant to Education Code Section 42131(a)(2); provided, however, that if the District has a qualified or negative certification with respect to an interim financial report for such fiscal years, the District shall provide to Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Note is probable pursuant to Section 42133 of the Education Code prior to the issuance of the Notes.

(F) The District has funded its Reserve for Economic Uncertainties for Fiscal Year 2013-14 and shall continue to fund its Reserve for Economic Uncertainties for Fiscal Year 2013-14 in at least the minimum amount recommended by the State Superintendent of Public Instruction and Los Angeles County Office of Education.

Section 10. Continuing Disclosure.

(A) As required by the Rule, the District covenants with the beneficial owners of the Notes and the related Series of Participation Certificates that it will, and hereby authorizes its appropriate officers and employees to provide or cause to be provided, in a timely manner not in excess of ten (10) Business Days after the occurrence of such Listed Event (hereinafter defined), for the benefit of the beneficial owners of the Notes and the related Series of Participation Certificates, notice of any of the following Listed Events to the MSRB through its EMMA System with respect to its Notes:

(1) principal and interest payment delinquencies.

(2) non-payment related defaults, if material.

(3) modifications to rights of holders, if material.

(4) Bond calls, if material and tender offers.

(5) defeasances.

(6) rating changes with respect to the related Series of Participation Certificates.

(7) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (Internal Revenue Service Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Notes and the related Series of Participation Certificates, or other material events affecting the tax status of the Notes and the related Series of Participation Certificates.

(8) unscheduled draws on the debt service reserves reflecting financial difficulties.

(9) unscheduled draws on the credit enhancements reflecting financial difficulties.s

(10) release, substitution or sale of property securing repayment of the Notes and the related Series of Participation Certificates, if material.

(11) bankruptcy, insolvency, receivership or similar event of the District (such event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing 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 District);

(12) substitution of credit or liquidity providers, or their failure to perform with respect to its Note and the related Series of Participation Certificates;

(13) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, 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, if material; and

(14) appointment of a successor or additional Certificate Agent or the change of name of a Certificate Agent, if material.

Unless otherwise required by the MSRB or the SEC, all notices, documents and information provided to the MSRB shall be provided to the EMMA System (hereinafter defined), the current internet address of which is http://emma.msrb.org. All notices, documents and

information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Notwithstanding any other provision herein, failure of the District to perform in accordance with this Section 10(A) shall not constitute a default under this District Resolution and may be enforced only as provided in this Section 10.

(B) Each Listed Event Notice shall be so captioned and shall prominently state the title, date and CUSIP numbers of the affected Participation Certificates and the Participant or Participants for which such Listed Event is applicable.

(C) Except as otherwise described in the Official Statement, the District represents that in the last five years, it has not failed to comply in any material respect with any previous undertaking in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

(D) (1) This Section 10 may be amended by the District without the consent of the holders of the Notes and the related Series of Participation Certificates (except to the extent required under clause (d)(ii) below), if all of the following conditions are satisfied: (a) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the District or the type of business conducted thereby; (b) this Section 10 as so amended would have complied with the requirements of the Rule as of the date of this District Resolution, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (c) the District shall have delivered to the County and the Certificate Agent an opinion of Bond Counsel, addressed to the District, the County and the Certificate Agent, to the same effect as set forth in clause (b) above; (d) either (i) the District shall have delivered to the County and the Certificate Agent an opinion of Bond Counsel or a determination by an entity, in each case unaffiliated with the District (such as Bond Counsel, the County or the Certificate Agent), addressed to the District, the County and the Certificate Agent, to the effect that the amendment does not materially impair the interests of the holders of the Notes and the related Series of Participation Certificates or (ii) the holders of the Notes and the related Series of Participation Certificates consent to the amendment to this Section 10 pursuant to the same procedures as are otherwise required for amendments to this District Resolution with consent of holders of the Notes and the related Series of Participation Certificates pursuant to this District Resolution as in effect at the time of the amendment, and (e) the District shall have delivered copies of such opinion(s) and amendment to the EMMA System.

(2) This Section 10 may be amended and any provision of this Section 10 may be waived, by written agreement of the parties, without the consent of the holders of the Notes and the related Series of Participation Certificates, if all of the following conditions are satisfied: (a) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this District Resolution which is applicable to Section 10 of this District Resolution, (b) the District shall have delivered to the County and the Certificate Agent an opinion of Bond Counsel, addressed to the District, the County and the Certificate Agent, to the effect that performance by the District, the County and the Certificate Agent under this Section as so amended will not result in a violation of the Rule

and (c) the District shall have delivered copies of such opinion and amendment to the EMMA System.

(3) This Section 10 may be amended, without the consent of the holders of the Notes and the related Series of Participation Certificates, if each of the following conditions are satisfied: (a) the District shall have delivered to the Certificate Agent an opinion of Bond Counsel, addressed to the District and the Certificate Agent, to the effect that the amendment is permitted by rule, order or other official pronouncement, or is consistent with any interpretive advice or no-action positions of staff of the SEC, and (b) the Certificate Agent shall have delivered copies of such opinion and amendment to the EMMA System.

(E) (1) The provisions of this Section 10 shall inure solely to the benefit of the holders from time to time of the Notes and the related Series of Participation Certificates, except that beneficial owners of the Notes and the related Series of Participation Certificates shall be third-party beneficiaries of this Section 10.

(2) Except as provided in this Section 10(E)(2), the provisions of this Section 10 shall create no rights in any person or entity. The obligations of the District to comply with the provisions of this Section 10 shall be enforceable in the case of enforcement of obligations to provide notices, by any Registered Owner of outstanding Participation Certificates, or by the Fiscal Agent and Certificate Agent on behalf of the Registered Owners of outstanding Participation Certificates; *provided, however*, that the Fiscal Agent and Certificate Agent shall not be required to take any enforcement action except at the direction of the Registered Owners of not less than a majority in aggregate principal amount of the related Series of Participation Certificates at the time outstanding who shall have provided the Certificate Agent with adequate security and indemnity. The Registered Owners', Fiscal Agent's and Certificate Agent's rights to enforce the provisions of this Section 10 shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the District's obligations under this Section. In consideration of the third-party beneficiary status of beneficial owners of Participation Certificates pursuant to Section 10(E)(1) of this Section, beneficial owners shall be deemed to be Registered Owners of Participation Certificates for purposes of this Section 10(E).

(F) For the purposes of this District Resolution, unless the context otherwise requires, the terms defined in this Section 10(F) shall, for all purposes of this District Resolution, have the meanings specified herein:

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing in matters pertaining to the validity of, and tax-exempt nature of interest on, obligations issued by states and their political subdivisions.

"Business Day" means any day of the year other than Saturday or Sunday or any day on which banks in New York, New York or Los Angeles, California are not authorized or obligated by law or executive order to close and on which the New York Stock Exchange is not closed.

"EMMA System" means the MSRB's Electronic Municipal Market Access system or any other repository so designated by the MSRB or the SEC.

"Listed Event" means any of the events with respect to the Notes, set forth in Section 10(A) above.

"Listed Event Notice" means a notice of a Listed Event.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated herein.

"Register" means the book or book of registration kept by the Registrar in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Registered Owner" means the Person in whose name a Participation Certificate is registered on the Register.

"Registrar" means the Certificate Agent, or a substitute Registrar.

"SEC" means the Securities and Exchange Commission of the United States of America.

Section 11. Delivery of Notes. The proper officers of the County Board are hereby requested to deliver the Notes to the Treasurer and Tax Collector upon payment therefor in accordance herewith and in accordance with the terms of the Purchase Contract executed in connection with the Notes or the Participation Certificates, as appropriate, and the Trust Agreement. All actions heretofore taken by the officers and agents of the District and the County Board with respect to the Notes are hereby approved, confirmed and ratified, and the officers of the District and the County Board are hereby authorized and directed to do any and all things and take any and all actions including but not limited to those described herein, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this District Resolution and any resolutions hereafter adopted by this Board of Education.

Section 12. Non-Negotiability of Notes. In the event that the Authorized Officer shall elect to issue the District's Notes within the Pooled Program, such Notes shall be deposited with the Certificate Agent and maintained in trust until their scheduled maturity and payment in full. The Notes shall not be transferable or assignable by the Certificate Agent. Notwithstanding the foregoing, in the event that the Notes should be lost, stolen, destroyed or mutilated prior to their stated maturity, the District shall cause to be issued a new Note or Notes of the same tenor, term and maturity as the original to replace the same upon such reasonable terms and conditions, including the payment of costs and the posting of a surety bond, as may from time to time be determined and prescribed by the Authorized Officer in consultation with the Los Angeles County Office of Education.

Section 13. Authorization for Credit Enhancement. This Board of Education acknowledges and agrees that the District shall be obligated to pay the District's *pro rata* share of the cost or the cost, respectively, of any Credit Enhancement required for the Pooled Program or the District in the event the District issues its Notes on a stand-alone basis, respectively, and this Board of Education specifically finds and determines that the acquisition of such Credit

Enhancement will benefit the District by reducing the interest cost associated with the Notes. The Authorized Officer is hereby authorized and directed to execute such reimbursement or other financing agreement as may be necessary in order to obtain said Credit Enhancement for the District's participation in the Pooled Program or for the District if the Notes are issued on a stand-alone basis, and the District agrees to perform its obligations pursuant to such reimbursement or other financing agreement.

Section 14. Authorization to Attest. Any Authorized Officer or the Clerk of the Board of Education, or designee thereof, is hereby authorized and directed to attest to the signature of any other Authorized Officer, whenever required or advisable for the transactions contemplated by this District Resolution. Each Authorized Officer is authorized and directed to execute and attest such further documents, instruments and certificates as may be deemed necessary or advisable by Bond Counsel in order to accomplish the purposes of this District Resolution.

Section 15. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the taxes and other revenues pledged under this District Resolution in accordance with the law and for carrying out the provisions of this District Resolution. The Authorized Officers, and other officers and staff of the District are hereby directed to take such further action as may be necessary to carry out the intent and purpose of this District Resolution and to execute and deliver any and all agreements, certificates and other documents that they or Bond Counsel may deem necessary or advisable to effectuate the purposes of this District Resolution without further approval of this Board of Education.

Section 16. Costs and Expenses. The District covenants and agrees to pay its *pro rata* share of the costs and expenses incurred in connection with the execution and delivery of the Notes, the Participation Certificates and the administration of the Pooled Program, in the event that its Authorized Officer should elect to issue the Notes.

Section 17. Indemnification of Certificate Agent. The District shall indemnify, to the extent permitted by law, the Certificate Agent and its officers, directors, agents and employees for losses, costs, expenses (including, without limitation, legal fees and expenses), suits, damages, judgments and liabilities incurred by the Certificate Agent under this District Resolution and the Trust Agreement not resulting from the Certificate Agent's own gross negligence or willful misconduct.

Section 18. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Notes or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 5 hereof and the County is not liable for payment on the Notes or any other obligation of the District hereunder.

Section 19. Effective Date. This Resolution shall become effective upon its adoption by the Board of Education.

PASSED AND ADOPTED by the Board of Education of the Lynwood Unified School District on this 26th day of November, 2013, by the following vote:

AYES: ___

NOES: ___

ABSENT: ___

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

ATTEST:

Clerk of the Board of Education of the
Lynwood Unified School District

EXHIBIT A

FORM OF 2013-2014 TAX AND REVENUE ANTICIPATION NOTE

LYNWOOD UNIFIED SCHOOL DISTRICT
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
2013-2014 TAX AND REVENUE ANTICIPATION NOTE

No. R-1 Maturity Date: _____, 20__

Principal Amount: $_____ Interest Rate: ____%

FOR VALUE RECEIVED, the LYNWOOD UNIFIED SCHOOL DISTRICT (the "District"), County of Los Angeles, State of California, acknowledges itself indebted to and promises to pay to the [TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES][Registered Owner] the Principal Amount stated above in lawful money of the United States of America, on the Maturity Date stated above, together with interest thereon at the Interest Rate stated above, calculated on the basis of a 360-day year of twelve 30-day months, in like lawful money of the United States of America from the date hereof until maturity. The principal of and interest due at maturity on this Note shall be payable only upon surrender of this Note as the Note shall fall due.

It is hereby certified, recited and declared that this Note is made, executed and given pursuant to and by authority of a resolution duly passed and adopted by the Board of Education of the District, and of a resolution duly passed and adopted by the Board of Supervisors of the County of Los Angeles, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, of the California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or laws of the State of California.

The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during, or are attributable to, Fiscal Year 2013-2014 and which are lawfully available therefor. The District has pledged certain unrestricted revenues the ("Pledged Revenues") to the payment of principal of the Notes and interest thereon on the dates and in the amounts set forth in the Trust Agreement, dated as of _____ 1, 2014 by and between the County of Los Angeles and The Bank of New York Mellon Trust Company, N.A., as Certificate Agent, as security for the Notes. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

In the event of the nonpayment of this Note on the Maturity Date hereof, the balance due shall accrue interest at a default rate of one and one-half percent (1.5%) per annum above the next Business Day, 1-Year Treasury Constant Maturities yield in Federal Reserve Statistical Release H-15 (or successor publication) and the first Business Day of each month thereafter until paid in full. Such interest to be calculated based on a 360-day year of twelve 30-day months.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Note to be executed by its Chair and by the Treasurer and Tax Collector of the County of Los Angeles and countersigned by the Executive Officer-Clerk of the Board of Supervisors, or their duly designated deputies, which signatures may be facsimile signatures (provided that one of such signatures must be manually affixed) and has caused a facsimile of its official seal to be printed hereon this ___ day of _____ 2014.

By: _____
Chair

By: _____
Treasurer and Tax Collector

Countersigned:

By: _____
Executive Officer-Clerk of
the Board of Supervisors

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto The Bank of New York Mellon Trust Company, N.A., acting as Certificate Agent, the within Note and do(es) hereby irrevocably constitute and appoint _____ as the undersigned's attorney to transfer such Note on the registration books of the Certificate Agent, with full power of substitution in the premises.

TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES

Dated: _____, 20__

_____

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

Social Security Number,
Taxpayer Identification Number
or other Identifying Number of Assignee:

_____

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST ACCEPTANCE OF COMPLETION OF THE EXTERIOR PAINTING PROJECT AT ABBOTT, LINDBERGH AND WILSON ELEMENTARY**

BACKGROUND INFORMATION:

Approve the Notice of Completion for the Exterior Painting project, Bid #CM-041613 at Abbott, Lindbergh and Wilson Elementary as completed by Painting & Decor, Inc. at a cost of $546,425.67 and authorize the filing of the Notice of Completion and the release of all retention monies.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2013-2014 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft: N/A

(Amount)	School Building Fund - Measure K (Name of funding source and/or location)	(Funding account number)

Original budgeted amount $ _____

Balance after expenditure: $ _____

Are additional staff positions requested?None ☐ Yes ☒ No ☐ N/A

Number of Staff needed: **0**

Total cost of staff position(s): $ _____

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST ACCEPTANCE OF COMPLETION OF THE EXTERIOR PAINTING PROJECT AT LUGO AND ROSA PARKS ELEMENTARY AND VISTA HIGH SCHOOL**

BACKGROUND INFORMATION:

Approve the Notice of Completion for the Exterior Painting Project, Bid #CM-041713 at Lugo and Rosa Parks Elementary and Vista High as completed by CAM Painting, Inc. at a cost of $230,000.00 and authorize the filing of the Notice of Completion and the release of all retention monies.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2013-2014 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft: N/A

_____ (Amount)

School Building Fund - Measure K (Name of funding source and/or location)

_____ (Funding account number)

Original budgeted amount $_____

Balance after expenditure: $_____

Are additional staff positions requested?None ☐ Yes ☒ No ☐ N/A

Number of Staff needed: **0**

Total cost of staff position(s): $_____

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST APPROVAL FOR RENEE JOHNSTON, BUYER, TO ATTEND THE CALIFORNIA ASSOCIATION OF PROFESSIONAL PROCUREMENT OFFICERS CONFERENCE ON JANUARY 13-17, 2014 AT SAN DIEGO**

BACKGROUND INFORMATION:

Staff requests approval for Renee Johnston to attend the Annual California Association of Professional Procurement Officers Conference at San Diego on January 13-17, 2014. The total cost including registration, lodging and travel shall not exceed $1,100.00.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

Not to exceed $1,100	Unrestricted General Fund	01.0-00000.0-00000-72000-5220-7630000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST ADOPTION OF RESOLUTION 13-14/17- RESOLUTION OF THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA AUTHORIZING THE ISSUANCE OF 2014 GENERAL OBLIGATION BOND ANTICIPATION NOTES, AND ACTIONS RELATED THERETO**

BACKGROUND INFORMATION:

An election was held in the Lynwood Unified School District on November 6, 2012 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of $93,000,000 ("Measure K"). The District previously sold $13,499,948.40 of bond anticipation notes ("2013 BANs") to fund Measure K projects. The District now desires to authorize a second series of BANs in order to pay off the 2013 BANs, in a principal amount not-to-exceed $20,000,000.

BAN Resolution. This resolution authorizes the issuance of the second series of BANs, specifies the basic terms, parameters and forms of the BANs, and approves the form of a Purchase Contract and Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the BANs to be issued ($20,000,000), the maximum term of borrowing (four years from the date of issuance of the 2013 BANs), the maximum legal rate of interest on the BANs and the maximum underwriting discount (0.625%). The resolution authorizes the BANs to be sold via a negotiated sale to RBC Capital Markets, LLC (the "Underwriter").

Form of Purchase Contract. Pursuant to the Purchase Contract, the Underwriter will agree to buy the BANs from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the BANs, the final execution copy of the Purchase Contract will be prepared following this form.

Form of Preliminary Official Statement. The Resolution approves the form of a Preliminary Official Statement ("POS") is the offering document describing the BANs which may be distributed to prospective purchasers of the BANs. The POS discloses information with respect to among other things (i) the proposed uses of proceeds of the BANs, (ii) the terms of the BANs (interest rate, redemption terms, etc.), (iii) the security for repayment of the BANs (the subsequent issuance of Bonds), (iv) information with respect to the District's tax base (upon which *ad valorem* taxes to pay Bonds may be levied), (v) District financial and operating data, (vi) continuing disclosure with respect to the BANs and the District, and (vii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the BANs. Following the pricing of the BANs, a final Official Statement for the BANs will be prepared, substantially in the form of the POS.

The staff recommends approval of Resolution 13-14/17, Authorizing the Issuance of Lynwood Unified School District (Los Angeles County, California) General Obligation Bond Anticipation Notes and approving the forms of Purchase Contract and Preliminary Official Statement for the BANs.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2013-2014 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

$ (Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 13-14/17

RESOLUTION OF THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA AUTHORIZING THE ISSUANCE OF 2014 GENERAL OBLIGATION BOND ANTICIPATION NOTES, AND ACTIONS RELATED THERETO

WHEREAS, a duly called election was held in the Lynwood Unified School District (the "District"), Los Angeles County (the "County"), State of California on November 6, 2012 (the "Bond Election") and thereafter canvassed pursuant to law; and

WHEREAS, at the Bond Election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds (the "Bonds") of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of $93,000,000 and payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization"); and

WHEREAS, pursuant to Chapter 1 of Title 1, Division 1, Part 10, of the Education Code of the State of California, entitled "Bonds of School Districts and Community College Districts" (the "Act"), and in particular pursuant to the authority set forth in Section 15150 of the Act, the governing board of a school district may, by resolution, upon such terms and conditions as it shall prescribe, issue notes, on a negotiated or competitive-bid basis, maturing within a period not-to-exceed five years from the date of initial issuance thereof, in anticipation of the sale of Bonds authorized at the time the notes are issued; and

WHEREAS, the proceeds from the sale of such notes shall be used only for authorized purposes of the anticipated Bonds or to repay outstanding notes authorized by the Act; and

WHEREAS, on February 12, 2013, the District issued the first series of such notes in an aggregate principal amount of $13,499,948.40 (the "Prior Notes") to provide funds to raise money for the purposes authorized by the voters of the District at the Bond Election;

WHEREAS, at this time the Board of Education (the "Board") of the District deems it in the best interests of the District to authorize, for the purpose of paying the outstanding Prior Notes, the issuance of the second series of such notes, styled as the "Lynwood Unified School District (Los Angeles County, California) 2014 General Obligation Bond Anticipation Notes" (the "Notes"), in a principal amount not-to-exceed twenty million dollars ($20,000,000), and at interest rates not to exceed the maximum prescribed by law;

WHEREAS, pursuant to the Act, in the event that the sale of such Bonds does not occur prior to the maturity of the Notes issued in anticipation of the sale, the Board shall direct each of the Superintendent and the Chief Business Official of the District, in order to repay the Notes then maturing, to cause renewal notes (the "Renewal Notes") to be issued to repay the Notes and interest thereon;

WHEREAS, Renewal Notes may not be issued after the sale of the Bonds in anticipation of which the original Notes are being issued and the total amount of the Notes or renewals thereof issued and Outstanding may not at any time exceed the total amount of the unsold Bonds of the Authorization; and

WHEREAS, if the Notes shall be payable five years from the date of the issuance of the Prior Notes, such that the District is unable to issue Renewal Notes under the Act, then the Notes shall be payable from the proceeds of the sale of Bonds or from other funds of the District lawfully available for the purpose of repaying the Notes, including State grants; and

WHEREAS, interest on the Notes or any Renewal Notes shall also be payable from the *ad valorem* tax lawfully levied for that purpose; and

WHEREAS, the District desires to establish a Building Fund (defined herein) in which proceeds of the Notes in excess of the amount necessary to pay off the Prior Notes, if any, will be deposited; and

WHEREAS, the District desires to establish a Debt Service Fund (defined herein) into which shall be deposited, as further described herein, any premium received by the District from the sale of the Notes, premium and proceeds from the sale of any Renewal Notes, premium and certain proceeds received from the sale of Bonds issued to repay such Notes or Renewal Notes, and any proceeds of the *ad valorem* tax levied to pay interest on the Notes; and

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Notes; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District or notes in anticipation thereof, and the indebtedness of the District, including this proposed issue of Notes and the Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AS FOLLOWS:

Section 1. **Certain Definitions.** As used in this Resolution, the terms set forth below shall have meanings ascribed to them (unless otherwise set forth in the Purchase Contract or the Official Statement described herein):

(a) **"Accreted Interest"** means, with respect to Capital Appreciation Notes, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.

(b) **"Accretion Rate"** means, unless otherwise provided in the Purchase Contract, that rate which, when applied to the Denominational Amount of a Capital Appreciation Note, and compounded semiannually on each February 1 and August 1 (commencing on August 1, 2014 unless otherwise provided in the Purchase Contract), produces the Maturity Value on the maturity date.

(c) **"Accreted Value"** means, as of the date of calculation, with respect to Capital Appreciation Notes, the Denominational Amount thereof plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1, commencing on August 1, 2014 (unless otherwise provided in the Purchase Contract) at the stated Accretion Rate thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

(d) **"Authorized Officers"** means the Superintendent, President of the Board, the Chief Business Official of the District, or an authorized designee thereof.

(e) **"Beneficial Owner"** means, when used in reference to book-entry Notes registered pursuant to Section 5 hereof, the person who is considered the beneficial owner of such Notes pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(f) **"Bond Register"** means the books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Notes shall be recorded.

(g) **"Capital Appreciation Notes"** means those Notes the interest component of which is compounded semiannually on each February 1 and August 1, commencing on August 1, 2014 (unless otherwise provided in the Purchase Contract) to maturity.

(h) **"Code"** means the Internal Revenue Code of 1986, as amended.

(i) **"Continuing Disclosure Certificate"** means that certain continuing disclosure certificate as originally executed by the District in connection with the issuance of the Notes, pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and as it may be amended from time to time in accordance with the terms thereof.

(j) **"Current Interest Notes"** means the Notes the interest on which is payable semiannually on each Note Payment Date specified for such Notes as designated, and maturing in the years and in the amounts set forth, in the Purchase Contract.

(k) **"Denominational Amount"** means the initial principal amount of Capital Appreciation Notes.

(l) **"Depository"** means the securities depository acting in such capacity for the Notes pursuant to the provisions hereof.

(m) **"DTC"** means the Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the Depository.

(n) **"Fair Market Value"** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if

the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(o) **"Holder"** or **"Owner"** means the registered owner of a Note as set forth on the registration books maintained by the Paying Agent.

(p) **"Maturity Value"** means the Accreted Value of any Capital Appreciation Note on its maturity date.

(q) **"Non-AMT Bonds"** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code.

(r) **"Note Payment Date"** means (unless otherwise provided by the Purchase Contract), February 1 and August 1 of each year commencing August 1, 2014 with respect to the interest on the Current Interest Notes; August of each year with respect to the principal payments on the Current Interest Notes; and, with respect to the Capital Appreciation Notes, the stated maturity dates thereof.

(s) **"Official Statement"** means the Official Statement for the Notes described herein.

(t) **"Outstanding"** means, when used in reference to the Notes, as of any date, Notes theretofore issued or thereupon being issued pursuant to this Resolution, except: (i) Notes cancelled at or prior to such date, (ii) Notes in lieu of or in substitution for which other Notes shall have been delivered, or (iii) Notes for the payment of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to maturity date of such Notes) in accordance with Section 19 hereof.

(u) **"Paying Agent"** means U.S. Bank National Association, or a successor thereto, acting as authenticating agent, bond registrar, transfer agent and paying agent for the Notes.

(v) **"Permitted Investments"** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests

exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category by each rating agency then rating the Notes, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) State and Local Government Series Securities, and (vi) the County Treasury Pool.

(w) **"Principal"** or **"Principal Amount"** means, with respect to any Note, the initial principal amount or Denominational Amount thereof.

(x) **"Purchase Contract"** means the agreement or contract by and between the District and the Underwriter relating to the sale and delivery of the Notes.

(y) **"Qualified Non-AMT Mutual Fund"** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(z) **"Qualified Permitted Investments"** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Notes, and (iv) Permitted Investments of proceeds of the Notes, and interest earned on such proceeds, held not more than thirty days pending reinvestment. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(aa) **"Record Date"** means the 15th day of the month preceding each Note Payment Date.

(bb) **"Taxable Notes"** means any Notes not issued as Tax-Exempt Notes.

(cc) **"Tax-Exempt Notes"** means any Notes the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Notes.

(dd) **"Transfer Amount"** means, with respect to any Outstanding Current Interest Note, the principal amount, and with respect to any Outstanding Capital Appreciation Note, the Maturity Value.

(ee) **"Treasurer"** means the Treasurer and Tax Collector of the County, or other similar officer.

Section 2. **Appointment of Paying Agent.** This Board does hereby appoint U.S. Bank National Association to act the Paying Agent for the Notes. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. For purposes of the Notes, the Paying Agent shall be deemed to be a "fiscal agent" within the meaning of Section 53601 of the Government Code of the State of California. The fees and

expenses of the Paying Agent which are not paid as a cost of issuance of the Notes may be paid in each year from *ad valorem* taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

Section 3. **Authorization of Issuance of Notes; Terms Thereof.** The Board hereby determines to and authorizes the issuance of not-to-exceed $20,000,000 principal amount of Notes pursuant to Section 15150 of the Act; to be numbered 1 (and consecutively upward in order of issuance if more than one Note is registered); to be dated the date of delivery thereof; to mature (with or without the option of prior redemption as set forth in the Purchase Contract) on one or more dates set forth in the Purchase Contract described in Section 13 below within a period not-to-exceed five years from the date of delivery of the Prior Notes and on a day on which banks in New York or California are open for business; to bear or accrete interest (as applicable) at the rate or rates determined at the time of sale of the Notes, but in no instance in excess of the rate or yields permitted by law, and payable on one or more dates as specified in the Purchase Contract. The Board estimates that the costs associated with such issuance of the Notes, including compensation to the Underwriter (defined herein) and any such costs which the Underwriter agrees to pay pursuant to the Purchase Contract (defined herein), will equal approximately 2.5% of the principal amount thereof. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of Paying Agent.

The Notes may be issued as any combination of Current Interest Notes and Capital Appreciation Notes, with appropriate series designation if more than one series of notes is issued. The Notes shall be issued as fully registered notes registered as to both principal and interest, in denominations of (i) $5,000 principal amount or any integral multiple thereof (with respect to the Current Interest Notes) or (ii) $5,000 Maturity Value or any integral multiple thereof (with respect to Capital Appreciation Notes).

Each Current Interest Note shall bear current, periodic interest from the Note Payment Date next preceding the date of authentication thereof unless it is authenticated as of the 16th day next preceding any Note Payment Date to that Note Payment Date, inclusive, in which event it shall bear interest from such Note Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its date of delivery. Interest shall be payable on the respective Note Payment Dates and shall be calculated on the basis of a 360-day year of twelve 30-day months.

The Capital Appreciation Notes will not pay interest on a current basis. The Capital Appreciation Notes shall accrete in equal daily amounts from their date of delivery at their respective Accretion Rates per annum, compounded semiannually on February 1 and August 1 of each year as provided in the Purchase Contract. The approximate Accreted Value of the Capital Appreciation Notes on such dates shall be set forth in the table of Accreted Value attached to the Official Statement; provided, that in the event that the amount shown in such Accreted Value table and the Accreted Value caused to be calculated by the District, if any, by application of the definition of Accreted Value set forth in Section 1 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Note.

Section 4. **Authorization to Levy Tax for Payment of Interest on the Notes.**

(1) There is hereby authorized to be levied on all taxable property within the District, in addition to all other taxes, a continuing direct *ad valorem* tax annual during the

period the Notes are Outstanding in an amount sufficient to pay all or a portion of the interest due on such Outstanding Notes when due. Such taxes, when collected, shall be deposited into the Debt Service Fund (defined herein) for the Notes, which fund shall be designated for the payment of interest on the Notes when and as the same shall fall due, and for no other purpose. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Sections 15150 and 15250-15251, to levy such a tax and to deposit the proceeds thereof in the Debt Service Fund, in accordance with the debt service schedule to be provided by the District pursuant to Education Code Section 15140(c) and the policies and procedures of the County.

(2) The tax for the payment of interest on the Notes is a tax authorized by law for payment of the Bonds in anticipation of which the Notes have been issued. The Principal Amount of the Notes shall not exceed the remaining principal amount of authorized but unissued Bonds under the Authorization.

Section 5. **Form of Notes.** The Notes shall be issued in registered form and shall be substantially in the forms set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures. The Notes may be initially registered in the name of "Cede & Co." as nominee of DTC, and shall be evidenced by one or more notes in the aggregate initial Principal Amount of the Notes. DTC is hereby appointed Depository for the Notes. Registered ownership may not thereafter be transferred except as set forth in Section 6 hereof. There shall be simultaneously delivered with each Note, the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation respecting the validity of said Notes and, immediately following such legal opinion, a certificate executed with the facsimile signature of the Secretary of the Board of Education, said certificate to be in substantially the following form:

> I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion regarding the Notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.
>
> [Facsimile Signature]
> Secretary of the Board of Education

Section 6. **Transfer and Exchange of Notes.** Subject to the provisions of Section 7 hereof, the registration of any Note may, in accordance with its terms, be transferred, upon the Bond Register kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note or Notes shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note or Notes, for a like tenor, maturity and Transfer Amount. The Paying Agent shall require the Owner of a Note requesting such registration of transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The District may require the Owner requesting such registration of transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration of transfer. The Paying Agent may treat the registered Owner

of any Note as the absolute owner thereof for all purposes whatsoever in accordance with this Resolution, and the Paying Agent shall not be affected by any notice to the contrary.

Subject to the provisions of Section 7 hereof, Notes may be exchanged at the office of the Paying Agent in authorized denominations and in a like aggregate Transfer Amount. The Paying Agent shall require the payment by the Owner of a Note requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The Paying Agent may require the Owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent or the District with respect to such exchange.

Section 7. **Use of Depository.** (a) The Notes may be initially registered as provided in Section 5 hereof. In such event, registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any Substitute Depository designated pursuant to clause (ii) of this Section 7 (a "Substitute Depository"); provided, that any successor of Cede & Co., as nominee of DTC or a 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 Paying Agent, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as Depository, or (2) a determination by the District to substitute another Depository for DTC (or its successor) because DTC 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 DTC or its successor (or Substitute Depository or its successor) from its functions as Depository, or (2) a determination by the District to remove DTC 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) of this Section 7, upon receipt of the Outstanding Notes by the Paying Agent, together with a request of the District, to the Paying Agent, a new Note shall be executed and delivered in the aggregate principal amount of the Notes registered in the name of such successor or such Substitute Depository, or their nominees, as the case may be, all as specified in such request of the District. In the case of any transfer pursuant to clause (iii) of subsection (1) of this Section 7, upon receipt of the Outstanding Notes by the Paying Agent together with a request of the District to the Paying Agent, new Notes 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 a request of the District. Thereafter, Notes shall be transferred pursuant to Section 6 hereof.

(c) The District and the Paying Agent shall be entitled to treat the person in whose name any Note is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying

Agent or the District; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any Beneficial Owners of the Notes and neither the District nor the Paying Agent will have any responsibility or obligations, legal or otherwise, to the Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except for the Owner of any Notes.

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

Section 8. Deposit of Note Proceeds; No Arbitrage.

(1) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the Principal Amount thereof, and net of any amounts necessary to pay the Prior Notes, shall be paid to the Treasurer to the credit of the fund of the District hereby created and established and to be known as the "Lynwood Unified School District 2014 Bond Anticipation Note Building Fund" (the "Building Fund"), which fund shall be kept separate and distinct from all other District and County funds, and those proceeds deposited therein shall be used solely for the purpose for which the Notes are being issued, provided that such proceeds shall be applied solely to authorized purposes of the Bond Election. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. The County shall have no responsibility for assuring the proper use by the District of funds on deposit in the Building Fund.

A portion of the proceeds of the Notes shall be deposited with U.S. Bank National Association, as escrow agent for the Prior Notes (in such capacity, the "Escrow Agent"), to be applied and invested as provided in an escrow agreement by and between the District and the Escrow Agent. Such proceeds, as applied and invested, shall be used to pay the principal of and interest due on the Prior Notes as the same shall become due and payable.

(2) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of accrued interest or net original issue premium, shall be paid to the Paying Agent and kept separate and apart in the fund hereby created and established and to be designated as the "Lynwood Unified School District 2014 Bond Anticipation Note Debt Service Fund" (the "Debt Service Fund"), and which funds shall be used only for payment of principal of and interest on the Notes, and for no other purpose. Any proceeds of Renewal Notes received by the District and other funds of the District lawfully available for the purpose of repaying the Notes or Renewal Notes shall be deposited into the Debt Service Fund or otherwise applied to pay the principal of and interest due on the Notes. So long as the Notes and any Renewal Notes are Outstanding, amounts in the Debt Service Fund are irrevocably pledged to the repayment of the Notes or any Renewal Notes. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Notes not needed for the authorized purposes set forth herein for which the Notes are being issued shall be transferred to the Debt Service Fund and applied as provided for in this Section 8.

If, after payment in full of the Notes, there remain excess proceeds in the Debt Service Fund, any such excess amounts shall be transferred to the debt service fund of any outstanding Bond issued under the Authorization.

(3) The costs of issuance of the Notes are hereby authorized to be paid either from premium withheld by the Underwriter pursuant to the Purchase Contract, or from the Principal Amount of the Notes received from the Underwriter. To the extent that such costs of issuance are paid from the Principal Amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited into a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(4) The District hereby covenants that it will make no use of the proceeds of the Notes that would cause the Notes to be "arbitrage bonds" under Section 148 of the Code; and, to that end, so long as any of the Notes are Outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Notes and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Notes, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Notes will not be "arbitrage bonds."

Furthermore, the District will not make any use of the proceeds of the Notes or any other funds of the District, or take or omit to take any other action, that would cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code or "federally guaranteed" within the meaning of Section 149(b) of the Code. To that end, so long as any Notes are unpaid, the District, with respect to such proceeds and such other funds, will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect.

The District will not use or permit the use of its facilities or any portion thereof by any person other than a governmental unit as such term is used in Section 141 of the Code, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest paid on the Notes. In furtherance of the foregoing tax covenants of this Section 8, the District covenants that it will comply with the instructions and requirements of the Tax Certificate to be executed and delivered by the District on the date of issuance of the Notes, which are incorporated herein as if fully set forth herein. These covenants shall survive the payment in full or defeasance of the Notes.

If required by the Tax Certificate executed upon the issuance of the Notes, the District will establish with the County a Rebate Fund for purposes of paying any rebate owed under the Code.

Section 9. <u>Investment of Proceeds of the Notes.</u>

(a) Moneys in the Debt Service Fund and the Building Fund shall be invested at the written direction of the District, in Permitted Investments. If at the time of issuance the District determines to

issue the Notes as Tax-Exempt Notes without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Note proceeds shall be subject to paragraph (1) below; and the District, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Notes deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Notes in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Notes until three years following the last date that any obligation comprising the Notes is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Notes when due.

Section 10. Payment of Notes.

(a) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from proceeds of the sale of any Renewal Notes, Bonds, or from other funds of the District lawfully available for the purpose of repaying the Notes, including State grants. Interest on the Notes also shall be payable from the *ad valorem* tax lawfully levied to pay principal of and interest on the Notes. The District covenants that, prior to the maturity of the Notes, it shall issue or cause to be issued either Bonds, Renewal Notes or certificates of participation, or a combination thereof, in an amount sufficient to pay the principal and interest due on the Notes.

(b) Issuance of Renewal Notes. In the event that the sale of the Bonds does not occur prior to the maturity of the Notes, and if the Notes are payable at a fixed time less than five years from the date of issuance of the Prior Notes, the District shall cause Renewal Notes to be issued for the purpose of paying the Notes. The renewal of such Notes may not occur after the sale of Bonds in anticipation of which the Notes were issued.

The total amount of the Notes and Renewal Notes issued and Outstanding may not at any time exceed the total amount of the unsold Bonds of the Authorization.

(c) Maximum Term of Renewal Notes. Any Renewal Notes shall be payable at a fixed time not more than five years from the date of the original issuance of the Prior Notes.

Section 11. Execution of Notes. The President of the Board, or a designated deputy thereof, is hereby authorized to sign the Notes manually or by facsimile signature, and the Secretary of the Board (the "Secretary"), or a designated deputy thereof, is hereby authorized to countersign the Notes manually or by facsimile signature and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate. No Note shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Note is manually signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Note so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 12. Appointment of Professionals. Stradling Yocca Carlson & Rauth, a Professional Corporation is appointed to act as Bond Counsel and Disclosure Counsel in connection with the issuance of the Notes. Mission Trail Advisors, LLC is appointed to act as Financial Advisor to the District in connection with the issuance of the Notes. RBC Capital Markets, LLC (the "Underwriter") is hereby appointed to act as the underwriter in connection with the issuance of the Notes.

Section 13. **Purchase Contract.** The Notes shall be sold at a negotiated sale, which is hereby determined to provide more flexibility in the timing of the sales therefor, an ability to implement such sales in a shorter time period, an increased ability to structure the Notes to fit the needs of particular purchasers, and a greater opportunity for the Underwriter to pre-market the Notes to potential purchasers prior to their sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The form of Purchase Contract, by and between the District and the Underwriter, substantially in the form presented to this meeting and on file with the Secretary of this Board is hereby approved. The Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract substantially in the form presented to this meeting, with such changes therein, deletions therefrom and modifications thereto as the officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum true interest cost on the Notes shall not exceed the maximum rate allowed by law and that the Underwriter's discount, excluding expenses of the Underwriter, original issue discount, and costs of issuance to be paid by the Underwriter, shall not exceed 0.625% of the principal amount of the Notes. The Authorized Officers, each alone, are hereby further authorized to determine the maximum principal amount of Notes to be specified in the Purchase Contract, up to $20,000,000, and to accept or reject the purchase price proposed by the Underwriter subject to the limitations set forth above.

Section 14. **Authorization of Preliminary Official Statement and Official Statement.** The Preliminary Official Statement relating to the Notes, substantially in the form on file with the Secretary to this Board, is hereby approved. The Authorized Officers, each alone, are hereby further authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, as emended, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Notes and are directed to deliver copies of any final Official Statement to the purchasers of the Notes. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

Section 15. **Continuing Disclosure Certificate.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Owner of the Notes 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. Noncompliance with this Section shall not constitute a default hereunder or result in acceleration of the Notes.

Section 16. **Supplemental Resolution; Amendment.**

(a) Except as otherwise provided, the provisions of this Resolution relating to the Notes, and the rights and obligations of the District and of the Owners of the Notes issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate principal amount of the Outstanding Notes, exclusive of Notes, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Note, affected, reduce the principal amount of any Note, reduce the interest rate payable thereon, extend its maturity or the times for paying

interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

(b) Except as otherwise provided, the provisions of this Resolution relating to the Notes, and the rights and obligations of the District and of the Owners of the Notes, issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners (i) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect; (ii) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect; (iii) to confirm as further assurance any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; (iv) to cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or (v) to amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not adversely affect the interests of the Owners of the Notes.

(c) Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Notes and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

(d) Notwithstanding any other provision herein, the provisions of this Resolution as they relate to the terms of the Notes may be amended by the Purchase Contract or the Official Statement.

Section 17. **Resolution To Constitute Contract.** In consideration of the purchase and acceptance of any and all of the Notes authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the District and the Owners from time to time of the Notes, as applicable; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Notes, as applicable, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Notes over any other note or bond, as applicable.

Section 18. **Unclaimed Moneys.** Anything in this Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the Notes which remain unclaimed for two (2) years after the date when such Notes have become due and payable and moneys were held by the Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Notes become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with

respect thereto and the Owners of the Notes shall look only to the District for the payment of such Notes; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such Notes, at their respective addresses appearing on the Bond Register, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

Section 19. Defeasance. All or any portion of the Notes may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, if required, is sufficient to pay all Notes designated for defeasance, including all principal thereof, interest thereon and redemption premium, if any, at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations (defined below) together with any amounts transferred from the Debt Service Fund or other cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, be fully sufficient to pay and discharge all Notes designated for defeasance (including all principal thereof, interest thereon and redemption premium, if any) at or before their maturity date;

then, notwithstanding that any of such Notes shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Notes shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Notes not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general

obligations of the United States of America by Standard & Poor's or Moody's Investors Service.

Section 20. **Delivery of Notes; Further Actions.** The proper officials of the District are hereby authorized and directed to deliver the Notes to the Underwriter in accordance with the Purchase Contract. All actions heretofore taken by the officials and agents of the District with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officials of the District are hereby authorized and directed, for and in the name and on behalf of the Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution.

Section 21. **Legislative Determinations.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the District have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 22. **Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 26th day of November, 2013, by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

_____
President of the Board of Education

ATTEST:

_____
Secretary of the Board of Education

SECRETARY'S CERTIFICATE

I, Paul Gothold, Secretary of the Board of Education of the Lynwood Unified School District, Los Angeles County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a special meeting of the Board of Education of said District duly and legally held at the special meeting in place thereof on November 26, 2013, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: November 26, 2013

_____

Secretary of the Board of Education of the Lynwood Unified School District

EXHIBIT A

(Form of Current Interest Note)

Registered No. 1 $_____

LYNWOOD UNIFIED SCHOOL DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2014 GENERAL OBLIGATION BOND ANTICIPATION NOTE

Rate of Interest:	Dated Date:	Maturity Date:	CUSIP:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, Lynwood Unified School District (the "District"), Los Angeles County, State of California, acknowledges itself indebted to and promises to pay the Registered Owner identified above, or registered assigns, at the principal office of U.S. Bank National Association, as Paying Agent (the "Paying Agent") the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date, and interest thereon until the Principal Amount is paid or provided for, at the Interest Rate stated above, on February 1 and August 1 of each year (the "Note Payment Dates"), commencing August 1, 2014. This Note will bear interest from the Note Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Note Payment Date to the Note Payment Date, inclusive, in which event it shall bear interest from such Note Payment Date, or unless it is authenticated on or before July 15, 2014, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of _____ Dollars ($_____), all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Education of the District duly passed and adopted on November 26, 2013 under and by authority of Sections 15150 *et seq.*, Chapter 1 of Title 1, Division 1, Part 10 of the Education Code of the State of California (the "Act"), and, in particular, pursuant to the authority set forth in Section 15150 of the Act, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from the proceeds of the sale of general obligation bonds authorized at a duly called held in the District on November 6, 2012 and thereafter canvassed pursuant to law, or of any bond anticipation notes in renewal of the Notes, or from other funds of the District lawfully available for the purpose of repaying the notes, including State grants. Interest on the Notes shall also be payable from the *ad valorem* tax levied to pay such interest thereon.

This Note is transferable by the registered owner hereof in person or by his or her attorney duly authorized in writing at the Paying Agent in Los Angeles, California, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note except this Note shall not be transferred or exchanged later than the fifteenth day prior to the maturity date hereof. Upon such transfer, a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Unless this certificate is presented by an authorized representative of DTC to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co. has an interest herein.

IN WITNESS WHEREOF, the District has caused this Note to be executed by the President of its Board of Education by manual or facsimile signature and countersigned by the Secretary by manual or facsimile signature this ____ day of _____, 2014.

LYNWOOD UNIFIED SCHOOL DISTRICT

By: _____(Facsimile Signature)_____
President of the Board of Education

COUNTERSIGNED:

_____(Facsimile Signature)_____
Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the Note Resolution referred to herein which has been authenticated and registered on _____, 2014.

By: U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

_____
Authorized Signatory

LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion regarding the Notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.

(Facsimile Signature)
Secretary of the Board of Education

ASSIGNMENT

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

Dated: _____

Signature Guaranteed by:

_____

NOTE: The signature to the assignment must be guaranteed by an eligible guarantor institution.

_____

NOTE: The signature to the assignment must correspond to the name as written on the face of this Note in every particular, without any alteration or change whatsoever.

(Form of Capital Appreciation Note)

Registered No. __ $_____

LYNWOOD UNIFIED SCHOOL DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2014 GENERAL OBLIGATION BOND ANTICIPATION NOTE

Accretion Rate:	Dated Date:	Maturity Date:	CUSIP:

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

FOR VALUE RECEIVED, Lynwood Unified School District (the "District"), Los Angeles County, State of California, acknowledges itself indebted to and promises to pay the Registered Owner identified above, or registered assigns, at the principal office of U.S. Bank National Association (the "Paying Agent") the Maturity Value specified above, in lawful money of the United States of America, on the Maturity Date as specified above, such Maturity Value comprising the Denominational Amount and interest accreting thereon, compounded semiannually on February 1 and August 1 of each year commencing August 1, 2014, at the Accretion Rate specified above to such Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being referred to herein as the "Accreted Value") increased in equal daily amounts on the basis of a 360-day year or twelve 30-day months. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of _____ Dollars ($_____), all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Education of the District duly passed and adopted on November 26, 2013 under and by authority of Sections 15150 *et seq.*, Chapter 1 of Title 1, Division 1, Part 10 of the Education Code of the State of California (the "Act"), and, in particular, pursuant to the authority set forth in Section 15150 of the Act, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from the proceeds of the sale of general obligation bonds authorized at a duly called held in the District on November 6, 2012 and thereafter canvassed pursuant to law, or of any bond anticipation notes in

renewal of the Notes, or from other funds of the District lawfully available for the purpose of repaying the notes, including State grants. Interest on the Notes shall also be payable from the *ad valorem* tax levied to pay such interest thereon.

This Note is transferable by the registered owner hereof in person or by his or her attorney duly authorized in writing at the Paying Agent in Los Angeles, California, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note except this Note shall not be transferred or exchanged later than the fifteenth day prior to the maturity date hereof. Upon such transfer, a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Unless this certificate is presented by an authorized representative of DTC to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co. has an interest herein.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the District has caused this Note to be executed by the President of its Board of Education by manual or facsimile signature and countersigned by the Secretary by manual or facsimile signature this _____ day of _____, 2014.

LYNWOOD UNIFIED SCHOOL DISTRICT

By: _____(Facsimile Signature)_____
President of the Board of Education

COUNTERSIGNED:

_____(Facsimile Signature)_____
Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the Note Resolution referred to herein which has been authenticated and registered on _____, 2014.

By: U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

_____
Authorized Signatory

LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion upon the notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.

_____

Secretary of the Board of Education

ASSIGNMENT

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

Dated: _____

Signature Guaranteed by:

_____

NOTE: The signature to the assignment must be guaranteed by an eligible guarantor institution.

_____

NOTE: The signature to the assignment must correspond to the name as written on the face of this Note in every particular, without any alteration or change whatsoever.

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST ADOPTION OF RESOLUTION 13-14/16- A RESOLUTION OF THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF LYNWOOD UNIFIED SCHOOL DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES B, AND ACTIONS RELATED THERETO**

BACKGROUND INFORMATION:
An election was held in the Lynwood Unified School District on November 6, 2012 for the issuance and sale of general obligation bonds ("Bonds") of the District for various purposes in the maximum amount of $93,000,000 (the "Measure K"). Previously, the District sold the first series of Bonds under Measure K in a principal amount of $16,500,000. The District now desires to issue its second series of Bonds under Measure K in an amount not-to-exceed $20,000,000.

Bond Resolution. This Resolution authorizes the issuance of Bonds, specifies the basic terms, parameters and forms of the Bonds, and approves the form of Purchase Contract and form of Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be issued ($20,000,000). Section 4 of the Resolution states the maximum underwriter's discount (0.625%) with respect to the Bonds, the maximum legal interest rate on the Bonds, and authorizes the Bonds to be sold at a negotiated sale to RBC Capital Markets (the "Underwriter"). The resolution only approves the issuance of the Bonds as Current Interest Bonds.

Form of Purchase Contract. Pursuant to the Purchase Contract, the Underwriter will agree to buy the Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

Form of Preliminary Official Statement. The Preliminary Official Statement ("POS") is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to among other things (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

Staff recommends approval of Resolution 13-14/16, A RESOLUTION OF THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF LYNWOOD UNIFIED SCHOOL DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES B, AND ACTIONS RELATED THERETO.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

$ (Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

RESOLUTION NO. 13-14/16

A RESOLUTION OF THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF LYNWOOD UNIFIED SCHOOL DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES B, AND ACTIONS RELATED THERETO

WHEREAS, a duly called municipal election was held in the Lynwood Unified School District (the "District"), Los Angeles County (the "County"), State of California, on November 6, 2012 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at the Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount not-to-exceed $93,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, pursuant to the Authorization, on February 12, 2013, the District caused the issuance of the first series of bonds under the Authorization in an aggregate principal amount of $16,500,000, styled as Lynwood Unified School District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series A;

WHEREAS, at this time this Board of Education (the "Board") has determined that it is necessary and desirable to issue the second series of bonds under the Authorization in an aggregate principal amount not-to-exceed $20,000,000, and to be styled as "Lynwood Unified School District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series B" (the "Bonds");

WHEREAS, 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 (the "Government Code"), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to the voters at the Election;

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable or Tax-Exempt Bonds Current Interest Bonds (as such term is defined herein);

WHEREAS, the District has not filed with nor received from the County office of education having jurisdiction over the District a qualified or negative certification in its most recent interim financial report pursuant to Section 42131 of the California Education Code (the "Education Code");

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. **Authorization for Issuance of the Bonds.** To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more Series of Taxable or Tax-Exempt Bonds Current Interest Bonds, with appropriate designation if more than one Series is issued, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed $20,000,000.

SECTION 2. **Paying Agent.** This Board hereby appoints the Paying Agent, as defined herein, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 3. **Terms and Conditions of Sale.** The Bonds shall be sold upon the direction of the Superintendent or the Chief Business Official of the District, or such other officers or employees of the District as the Superintendent or the Chief Business Official may designate (collectively, the "Authorized Officers"), and pursuant to such terms and conditions set forth in the Purchase Contract. The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

SECTION 4. **Approval of Purchase Contract.** The form of a contract for the purchase and sale of the Bonds (the "Purchase Contract") by and between the District and the Underwriter, substantially in the form on file with the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and requested to execute such Purchase Contract; provided, however, (i) that the maximum interest rate on each Bond shall not exceed the maximum rate permitted by law; (ii) the underwriting discount on the Bonds, excluding original issue discount and expenses of the Underwriter, shall not exceed 0.625% of the aggregate principal amount of Bonds issued; and (iii) to the extent the issuance of Bonds includes Long Current Interest Bonds (as defined herein), such issuance shall be accompanied by a finding of the District, substantially in the form attached as Exhibit B hereto, that the useful life of the facility financed with such Long Current Interest Bonds equals or exceeds the maturity date of such Long Current Interest Bonds. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to $20,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter

(but excluding fees of the Bond Insurer, if any), will equal approximately 2.0% of the principal amount of the Bonds.

SECTION 5. **Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **"Beneficial Owner"** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Bonds.

(c) **"Bond Payment Date"** means, as applicable (and unless otherwise provided by the Purchase Contract), February 1 and August 1 of each year commencing on August 1, 2014 with respect to interest thereon, and the stated maturity dates thereof with respect to the Principal payments on the Bonds.

(d) **"Bond Register"** means the books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) **"Code"** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **"Continuing Disclosure Certificate"** means that certain Continuing Disclosure Certificate executed by the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Bonds, as amended from time to time in accordance with the provisions thereof.

(g) **"Current Interest Bonds"** means bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(h) **"Dated Date"** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(i) **"Depository"** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(j) **"DTC"** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(k) **"Fair Market Value"** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if

the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(l) **"Holder" or "Owner"** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

(m) **"Information Services"** means Financial Information, Inc.'s Financial Daily Called Bond Service; Mergent, Inc.'s Called Bond Department; or Standard & Poor's J.J. Kenny Information Services' Called Bond Service.

(n) **"Long Current Interest Bonds"** means Bonds with a maturity greater than 30 years.

(o) **"Nominee"** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(p) **"Non-AMT Bonds"** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

(q) **"Official Statement"** means the Official Statement for the Bonds, as described in Section 17 hereof.

(r) **"Outstanding"** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution.

(s) **"Participants"** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(t) **"Paying Agent"** means initially the Treasurer, or such other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution.

(u) **"Permitted Investments"** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category by each Rating Agency then rating the Bonds and approved by the Bond Insurer, if any, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the county investment pool maintained by the Treasurer of the County, and (vi) State and Local Government Series Securities.

(v) **"Principal"** or **"Principal Amount"** means, with respect to any Bond, the initial principal amount thereof.

(w) **"Qualified Non-AMT Mutual Fund"** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(x) **"Qualified Permitted Investments"** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(y) **"Record Date"** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(z) **"Securities Depository"** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(aa) **"Series"** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

(bb) **"Taxable Bonds"** means any Bonds not issued as Tax-Exempt Bonds.

(cc) **"Tax-Exempt Bonds"** means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax

preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(dd) **"Term Bonds"** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(ee) **"Transfer Amount"** means, with respect to any Outstanding Bond, the Principal Amount.

(ff) **"Treasurer"** means the Treasurer and Tax Collector of the County, or other comparable officer of the County.

SECTION 6. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates and Terms. The Bonds shall be issued as fully registered Current Interest Bonds registered as to both Principal and interest, in denominations of $5,000 Principal Amount or any integral multiple thereof. The Bonds will initially be registered in the name of "Cede & Co.," the Nominee of the Depository Trust Company, New York, New York.

Each Bond shall be dated as of the Dated Date, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

Notwithstanding any other provision herein, the ratio of total debt service to Principal for each Series of Bonds shall not exceed four-to-one.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that any portion of Bonds subject to mandatory sinking fund redemption are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bonds shall be reduced proportionately, in integral multiples of $5,000 principal amount, in respect of the portion of such Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a "Pro Rata Pass-

Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Redemption Notice. When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal of, and premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no

portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such notice in the same manner as such notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Bond). The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the

Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal of, and premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond,

registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (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

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of 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 Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be

prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 7. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to do so by resolution of the Board, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary of the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Bonds remains Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the

Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his or her address as it

appears on such registration books or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount of One Million Dollars ($1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Principal of, and premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 10. Forms of Bonds. The Bonds shall be in substantially the forms as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract.

SECTION 11. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Lynwood Unified School District Election of 2012 General Obligation Bonds, Series B Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The Building Fund may contain subaccounts if the Bonds are issued in more than one Series. The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Lynwood Unified School District Election of 2012 General Obligation Bonds, Series B Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of Principal of and interest on the Bonds, and for no other purpose. The Debt Service Fund may contain subaccounts if the Bonds are issued in more than one Series. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriter upon the sale of the Bonds, or from the Principal Amount of the Bonds received from the Underwriter. To the extent costs of issuance are paid from such Principal Amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such Principal

Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested, after consultation with the County, in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Principal of and interest on the Bonds when due.

SECTION 13. Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the "Lynwood Unified School District Election of 2012 General Obligation Bonds, Series B Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and

with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is hereby designated for the payment of the Principal of and interest on the Bonds when and as the same fall due, and for no other purpose.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal and interest. DTC will thereupon make payments of Principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

SECTION 15. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 16. Conditions Precedent. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriter is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service Fund, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with amounts transferred from the Debt Service Fund and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service ("Moody's") or Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"). In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

SECTION 20. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* taxes lawfully levied to pay the Principal of or interest on the Bonds.

SECTION 21. Indemnification of County. The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees ("Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the County's responsibilities under Section 23 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities, except with regard to the County's responsibilities under Section 23 hereof.

SECTION 22. Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 23. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal of 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 pay all such Principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds.

SECTION 24. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints RBC Capital Markets, LLC, as the Underwriter, Mission Trail Advisors, LLC, as Financial Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, all with respect to the issuance of the Bonds.

(c) The provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract or the Official Statement.

SECTION 25. Resolution to County Treasurer-Tax Collector. The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 26. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bond Holder 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. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 27. Effective Date. This Resolution shall take effect immediately upon its passage.

SECTION 28. **Further Actions Authorized.** It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

[REMAINDER OF PAGE LEFT BLANK]

SECTION 29. **Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 26th day of November 2013, by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

_____
President of the Board of Education

ATTEST:

_____
Secretary to the Board of Education

SECRETARY'S CERTIFICATE

I, Paul Gothold, Secretary to the Board of Education of the Lynwood Unified School District, Los Angeles County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on November 26, 2013, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: November 26, 2013

_____

Secretary to the Board of Education of the Lynwood Unified School District

EXHIBIT A

FORM OF BONDS

REGISTERED
NO.

REGISTERED
$

LYNWOOD UNIFIED SCHOOL DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES B

INTEREST RATE:	MATURITY DATE:	DATED AS OF:	CUSIP
_____% per annum	August 1, _____	_____, 20__	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Lynwood Unified School District (the "District") in Los Angeles County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing on August 1, 2014. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2014, in which event it shall bear interest from the Dated Date. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association as agent of the Treasurer and Tax Collector of Los Angeles County. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to

the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount

of $93,000,000 and the resolution of the Board of Education of the District adopted on November 26, 2013 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue comprise $_____ principal amount of Current Interest Bonds, of which this bond is a part.

This bond is exchangeable and transferable for bonds of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the principal amount of the Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

Redemption Dates	Principal Amounts
TOTAL	

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

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

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

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

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Lynwood Unified School District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

LYNWOOD UNIFIED SCHOOL DISTRICT

By: _____(Facsimile Signature)_____
President of the Board of Education

COUNTERSIGNED:

_____(Facsimile Signature)_____
Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 20__.

By: U.S. Bank National Association as agent of the Treasurer and Tax Collector of Los Angeles County, as Paying Agent

_____
Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____ _____

Signature Guaranteed:

_____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary of the Board of Education

EXHIBIT B

FORM OF DISTRICT CERTIFICATION REGARDING USEFUL LIFE

$_____
LYNWOOD UNIFIED SCHOOL DISTRICT
(Los Angeles County, California)
Election of 2012 General Obligation Bonds, Series B

CERTIFICATE PURSUANT TO GOVERNMENT CODE SECTION 53508.6

I, [Name of Authorized Officer], as [Title of Authorized Officer] of the Lynwood Unified School District (the "District"), do hereby certify on behalf of the District in accordance with Section 53508.6 of the Government Code of the State of California (the "Code"), in connection with the issuance of the above-captioned Bonds (the "Bonds"), authorized to be issued pursuant a resolution of the Board of Education adopted on November 26, 2013 (the "Resolution"), and pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 *et seq.*, as amended:

1. I have reviewed the schedule of maturities of the Bonds provided by RBC Capital Markets, LLC, as the Underwriter in connection with the issuance of the Bonds, and such issuance includes Long Current Interest Bonds (as such term is defined in the Resolution).

2. I am familiar with the construction, renovation, modernization and equipping of District school facilities (collectively, the "Project") expected to be financed with proceeds of the Long Current Interest Bonds.

3. [Attached as Schedule I is a declaration of _____, serving as [Architect/Engineer/Program Manger] to the District, regarding the expected useful life of the portion of such Project.]

4. Based on such information, as of the date hereof, I hereby find that the useful life of the portion of the Project expected to be financed with such Long Current Interest Bonds equals or exceeds the maturity date of such Long Current Interest Bonds.

Dated: _____ LYNWOOD UNIFIED SCHOOL DISTRICT

By: _____
[Name of Authorized Officer]
[Title of Authorized Officer]

SCHEDULE I

FORM OF ARCHITECT/ENGINEER/PROGRAM DECLARATION REGARDING USEFUL LIFE

In connection with the above-referenced obligations, _____ (the "[Architect/Engineer/Program Manager") hereby represents as follows, based upon information provided to it by the Lynwood Unified School District (the "District"), its representatives and consultants:

1. This document is being prepared on behalf of the District in connection with the issuance of its Election of 2012 General Obligation Bonds, Series B (the "Bonds"), to be issued on _____. We have been informed by the District that the issuance of the Bonds will include bonds with maturities in excess of 30 years ("Long Current Interest Bonds").

2. The undersigned is authorized to make this Declaration.

3. We are an independent firm of architects, engineers, and/or program and project managers. We were retained by the District pursuant to a _____ Agreement, by and between the [Architect/Engineer/Program Manager] and the District, dated as of _____, to provide _____ services to the District with respect to the construction, renovation, modernization and equipping of school facilities of the District (collectively, the "Project").

5. We are familiar the portion of the Project expected to be financed with the proceeds of the Long Current Interest Bonds. Based on our understanding of the Project and information relating thereto provided by the District and its representatives and consultants, we conclude the reasonably expected useful life of the Project to be financed with the proceeds of the Long Current Interest Bonds equals or exceeds the maturity date of such Long Current Interest Bonds.

6. The [Architect/Engineer/Program Manager] recognizes and understands that the District may rely on this declaration in order to make certain findings regarding the useful life of the Project in order to comply with relevant provisions of the California Education Code governing the issuance of the Long Current Interest Bonds.

7. The [Architect/Engineer/Program Manager] has been informed that Stradling Yocca Carson & Rauth, bond counsel to the District, intends to rely on this declaration for purposes of rendering its opinion that Long Current Interest Bonds constitute valid and binding obligations of the District payable as both principal and interest from *ad valorem* taxes to be levied on all property within the District subject to such taxes.

8. It is understood that in executing this Declaration, the [Architect/Engineer/Program Manager] makes no other representations, warranties or guarantees as to the Project or the expenditure of proceeds of the Bonds except as otherwise specifically provided herein.

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST APPROVAL TO ENTER A SERVICE AGREEMENT WITH MICHAEL AMMERMON, CPA FOR PAYROLL TAX COMPLIANCE REVIEW SERVICE IN CONJUNCTION WITH AN IRS AUDIT**

BACKGROUND INFORMATION:

The District has recently received a penalty notice from the Internal Revenue Services (IRS) for non-filing of payroll tax returns for the 2010 calendar year. Upon further research, the District has had similar problems in 2002, 2005, and 2008 and incurred huge penalties. Due to the complex nature of the matter and the potential financial impact of the problem, the staff recommends that we contract Michael Ammermon, a CPA, who has performed similar services and other types of compliance audits with many school districts, including Inglewood, Santa Ana, Pasadena, and Hacienda-LaPuente. He has also worked closely with FCMAT for other financial audits.

The proposed fees for this service is $200 an hour, not to exceed $45,000, plus out-of-pocket costs.

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications?	Are funds for this item included in the 2013-2014 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

$45,000+Out-of-pocket Expenses	Unrestricted General Fund	01.0-00000.0-00000-72000-5850-7600000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Paul Gothold**
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: **Peter Wong**
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: **REQUEST APPROVAL OF CERTIFICATION OF THE 2013-2014 FIRST INTERIM FINANCIAL REPORT**

BACKGROUND INFORMATION:

Pursuant to Education Code (EC) 42130 and 42131, school districts are required to certify at least twice a year, the districts' ability to meet their financial obligations for the remainder of the current fiscal year and the subsequent two fiscal years. This is referred to as the Interim Report. There are three types of certification:

- Positive – A school district, based on current projections **will** meet its financial obligations for the current and two subsequent fiscal years.
- Qualified – A school district, based on current projections **may not** meet its financial obligations for the current and subsequent two fiscal years.
- Negative – A school district, based on its current projections **will be unable** to meet its financial obligations for the current and subsequent two fiscal years.

The 2013-2014 First Interim financial projections indicate that the District **will** meet its financial obligations in the current and subsequent two fiscal years and warrant a **positive certification.**

☐ **Renewal Contract/Item** ☐ **New Contract/Item**

Financial Implications? ☐Yes ☐ No

Are funds for this item included in the 2013-2014 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

$ (Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

11-26-2013

LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA

TO: **Board of Education** **BOARD MEETING DATE: November 26, 2013**

FROM: **Paul Gothold, Superintendent** **SCHOOL/DEPARTMENT: Administration**

AGENDA ITEM: **REQUEST APPROVAL TO ATTEND MEETINGS, WORKSHOPS, AND CONFERENCES DURING 2013-2014 SCHOOL YEAR**

BACKGROUND INFORMATION:

Organization	Location	Date	Authorized Personnel	Actual/Necessary Expenses/Per Participant/ Per Meeting
CSBA	San Diego, CA	Dec.3 – Dec. 7	Superintendent Board of Education Sr. Executive Assistant	Approx. $2200.00
ACSA 2014 Superintendent's Symposium	Monterey, CA	Jan. 28 – Jan.31, 2014	Superintendent	Approx. $1800
CALSA	Monterey, CA	Jan. 31 – Feb. 2, 2014	Superintendent	Approx. $1800
LACSTA	Various Locations	On-going	Superintendent Board of Education	Approx. $300
CABE	Various Locations	Apr. 2 – Apr. 5, 2014	Superintendent Board of Education Designated Employees	Approx. $800
Board of Education Meetings & Retreats	Various Locations	On-going	Superintendent Board of Education Designated Employees	Approx. $300

☐ **Renewal Contract/Item** ☒ **New Contract/Item**

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2013-2014 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft: N/A

Varies	Superintendent/Board of Education	01.0-00000.0-00000-71100/ 715000 5220750/75100000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Paul Gothold, Superintendent

11-26-2013