

**BOARD OF TRUSTEES
ANAHEIM UNION HIGH SCHOOL DISTRICT**
501 Crescent Way, P.O. Box 3520
Anaheim, California 92803-3520
www.auhsd.us

NOTICE OF REGULAR MEETING

Date: February 5, 2010

To: Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520
Jordan Brandman, P.O. Box 3520, Anaheim, CA 92803-3520
Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Thomas "Hoagy" Holguin, P.O. Box 3520, Anaheim, CA 92803-3520

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805
News Enterprise, P.O. Box 1010, Los Alamitos, CA 90720
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626
Event News, 9559 Valley View Street, Cypress, CA 90630
Excelsior, 523 N. Grand Avenue, Santa Ana, CA 92701

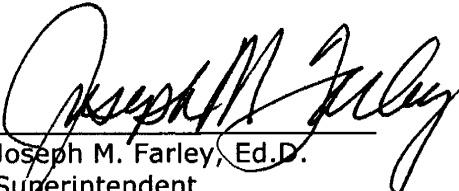
You are hereby notified that a regular meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 11th day of February 2010

in the District Board Room, 501 Crescent Way, Anaheim, California

Closed Session-3:30 p.m.

Open Session-6:00 p.m.



Joseph M. Farley, Ed.D.
Superintendent

BOARD OF TRUSTEES
Agenda
Thursday, February 11, 2010
Closed Session–3:30 p.m.
Regular Meeting–6:00 p.m.

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 Crescent Way in Anaheim, California. The office is open from 7:30 a.m. to 5:00 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the district website, www.auhsd.us, at the same time that they are distributed to the Board of Trustees.

Meetings are recorded for use in the official minutes.

- | | | |
|----|--|-------------------------|
| 1. | CALL TO ORDER–ROLL CALL | ACTION ITEM |
| 2. | ADOPTION OF AGENDA | ACTION ITEM |
| 3. | PUBLIC COMMENTS, CLOSED SESSION ITEMS | INFORMATION ITEM |

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

- | | | |
|----|-----------------------|--------------------------------|
| 4. | CLOSED SESSION | ACTION/INFORMATION ITEM |
|----|-----------------------|--------------------------------|

The Board of Trustees will meet in closed session for the following purposes:

- 4.1 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Farley, Dr. Navarro, Mrs. Poore, and Mr. Lee-Sung regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).
- 4.2 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2009-10-9.
- 4.3 To consider matters pursuant to Education Code Section 48918: Expulsion of students 09-70, 09-83, 09-97, 09-99, 09-100, 09-102, 09-103, 09-104, 09-105, 09-107, 09-108, 09-109, 09-110, 09-111, 09-112, 09-113, 09-114, 09-116, 09-117, 09-119, 09-121, 09-122, 09-123, 09-124, and 09-126.
- 4.4 To consider matters pursuant to Education Code Section 48918: Readmission of students 07-92 and 08-80.

4.5 To consider matters pursuant to Government Code Section 54957: Public employee performance evaluation, superintendent.

5. **STUDENT PRESENTATION** **INFORMATION ITEM**

The Loara High School Chamber Choir, under the direction of David Rigsby, will perform.

6. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND MOMENT OF SILENCE** **INFORMATION ITEM**

6.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

6.2 **Pledge of Allegiance and Moment of Silence**

Pam Krey, Loara High School principal, will lead the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

7. **INTRODUCTION OF GUESTS** **INFORMATION ITEM**

8. **REPORTS** **INFORMATION ITEM**

8.1 **Closed Session**

The clerk of the Board of Trustees will report actions taken during closed session.

8.2 **Principal's Report**

Mrs. Krey will present a report on Loara High School.

8.3 **Reports of Associations**

Officers present from the district's employee associations will be invited to address the Board of Trustees.

8.4 **Student Representative's Report**

Neda Arora, student representative to the Board of Trustees, will report on school activities throughout the district.

9. **PUBLIC COMMENTS, OPEN SESSION ITEMS** **INFORMATION ITEM**

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

10. ITEMS OF BUSINESS

10.1 **Report, Lesson Design Specialist Initiative**

The Board of Trustees is requested to receive a formal report on the district's Lesson Design Specialist (LDS) initiative. The initiative was implemented this school year to enhance instructional planning and to improve student achievement. Trustees will be provided with an overview of the initiative and its goals for student learning. The presentation will be conducted by Dr. Fred Navarro, Mr. Mike Matsuda, Mrs. Diana Fujimoto, and Mrs. Diane Erickson, who have led the initiative from the district and site levels. **[EXHIBIT A]**

Recommendation:

It is recommended that the Board of Trustees receive the report and direct any questions concerning the initiative to the presenters.

10.2 **Resolution No. 2009/10-E-02, Career and Technical Education Month (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees is requested to adopt a resolution declaring February as Career and Technical Education Month. Career Education is designed to provide all students with a relevant, engaging, and rigorous educational experience. Students who successfully complete a Career Education Pathway will, upon graduation, have the option of entering the workforce immediately, pursue their career goals by enrolling in a vocational program, or go on to earn a four-year college degree in their chosen career field. By adopting this resolution the Board of Trustees recognizes that the ever-increasing cooperative efforts of career technical educators, business, and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields that are forecast to experience the largest and fastest growth in the next decade. **[EXHIBIT B]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2009/10-E-02, by a roll call vote.

10.3 **Resolution No. 2009/10-B-11, Tax Revenue Anticipation Notes (TRANS) (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees is requested to adopt Resolution No. 2009/10-B-11, authorizing the borrowing of funds for fiscal year 2009-10, which will not exceed \$28,000,000. TRANS are short-term, interest-bearing notes issued by a district in anticipation of taxes and other revenues. The actual cost of the TRANS will be calculated once the number of final participants and costs are known. TRANS are often used by school districts to cover brief cash flow shortages. The TRANS funds will be paid back using state apportionments received by the district in July and August 2010. Please note that the exhibit is incomplete and will not be completed until the transaction is done. However, Piper Jaffray and Company, financial advisors, has requested the documents be presented to the board with the blank portions now. To cope with its own cash flow problems, the state of California has deferred payment of revenue apportionments to school districts, which has created cash flow problems for many districts. Adopting this resolution does not obligate the district to use a TRANS. It does allow the district to pursue a TRANS, if it appears necessary. **[EXHIBIT C]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2009/10-B-11, by a roll call vote.

10.4 **Agreement, 2010 Earned Income Tax Credit (EITC) Campaign Community Partner Stipend** **ACTION ITEM**

The Board of Trustees is requested to approve the 2010 Earned Income Tax Credit (EITC) Campaign Community Partner Stipend Agreement with Orange County Financial Stability Alliance (OCFSA), Orange County United Way (OCUW), and Legal Aid Society of Orange County (LASOC). The EITC Campaign is a community-based effort designed to assist low-income families, individuals, and the elderly with preparing and submitting their federal and state tax return claims. Anaheim Union High School District Accounting Pathway students at Cypress, Kennedy, and Loara High Schools, and their accounting teachers are members of the Volunteer Income Tax Assistance (VITA) program. The accounting students and their teachers have prepared for, and passed, the basic taxation certification test through the United States Internal Revenue Services. Collectively, these students and their accounting teachers will host six Saturday "Community Tax Days" with VITA at Cypress, Kennedy, and Loara High Schools, and/or the District Office Professional Development Center. To offset the cost of hosting these Community Tax Days, OCUW and LASOC will provide a stipend of \$5,000 to the AUHSD Accounting Pathway program. The term of this agreement is February 12, 2010, through April 30, 2010, at no cost to the district. **[EXHIBIT D]**

Recommendation:

It is recommended that the Board of Trustees approve the agreement.

10.5 **Agreement, Axiom RE, d/b/a Evergreen Rx** **ACTION ITEM**

The Board of Trustees is requested to approve a master consulting agreement and business associate agreement with Axiom RE, d/b/a Evergreen RX, to perform an audit to evaluate the performance of the district's prescription drug benefit, at a cost not to exceed \$4,000. If any inconsistencies are found, the audit would be expanded to include onsite evaluation of rebate performance and a more in-depth review of prescription drug claims, at a cost not to exceed \$14,000. (Health and Welfare Funds) **[EXHIBIT E]**

Recommendation:

It is recommended that the Board of Trustees approve the master consulting agreement and business associate agreement.

10.6 **Ratification of Change Order** **ACTION ITEM**

The Board of Trustees is requested to ratify the change order as listed.

Bid #2010-01, Magnolia High School	P.O. #D64A0087
Paving Improvement Project (Facilities Funds)	
Hardy and Harper, Inc.	
Current Contract Value	\$849,624.97
Change Order #4 [EXHIBIT F]	(\$33,000.00)
New Contract Value	\$816,624.97

Recommendation:

It is recommended that the Board of Trustees ratify the change order as listed.

10.7 **Notice of Completion** **ACTION ITEM**

The Board of Trustees is requested to accept all work as complete.

Bid #2010-01, Magnolia High School	P.O. #D64A0087
Paving Improvement Project (Facilities Funds)	

Hardy and Harper, Inc.	
Original Contract	\$796,000.00
Contract Changes	\$20,624.97
Total Amount Paid	\$816,624.97

Recommendation:

It is recommended that the Board of Trustees authorize the deputy superintendent to accept all listed work as complete, and authorize the filing of the notice of completion with the office of the county recorder.

11. **CONSENT CALENDAR**

ACTION ITEM

The board will list consent calendar items that they wish to pull for discussion.

The Board of Trustees is requested to approve/ratify items listed under the consent calendar. These items are considered routine and are acted on by the Board of Trustees in one motion. It is understood that the administration recommends approval of all consent items. Each item on the consent calendar, approved by the board, shall be deemed to have been considered in full and approved/ratified as recommended. There is no discussion of these items prior to the board vote unless a member of the board, staff, or the public requests specific items be discussed, or removed, from the consent calendar.

11.1 **Educational Consulting Agreement, Grover Bravo, DBA, Grupo Crecer**

Approve the educational consulting agreement with Grover Bravo, DBA, Grupo Crecer, a community-based organization founded by psychologist Dr. Grover Bravo. Grupo Crecer offers a culturally-based family education program to the parents of Anaheim High School students. The course is taught by professional educators and focuses on strengthening the family unit. The course is made up of eight two-hour sessions, each with a different topic. All topics focus on academic success and include the role of the family, self-esteem, and the building blocks of academic success. The training will occur February 25, 2010, through April 22, 2010, at a cost not to exceed \$20,000. Professional development of this nature is a requirement of the federally-funded Title I Program, and such funds may not be used for other purposes. (Title I Funds) **[EXHIBIT G]**

Recommendation:

It is recommended that the Board of Trustees approve the agreement.

11.2 **Agreements**

11.2.1 **Orange County Superintendent of Schools**

Ratify the agreement with the Orange County Superintendent of Schools, to purchase Angel Learning, an online learning management system. Angel Learning is the platform used by teachers for the district's online learning program. The platform allows teachers to design curriculum, conduct threaded discussions, manage and collect student work, conduct virtual one-on-one lessons, provide access to real-time data, and provide students with performance feedback. The Orange County Superintendent of Schools offers the learning management system at a discounted price of \$15 per teacher and \$3 per student account, at a cost not to exceed \$3,795. Services are being provided July 1, 2009, through June 30, 2010. (Title II, Part D, and CTAP Funds) **[EXHIBIT H]**

11.2.2 **2010-2013 Intranet Network Support Services**

Approve an agreement to continue the existing Intranet Network Support Services arrangement with the Orange County Superintendent of Schools, July 1, 2010, through June 30, 2013. The agreement includes web filtering, data circuit network management, router maintenance, data circuit charges, email archiving storage, and email archiving management, at a cost not to exceed \$750 per year. (General Funds) **[EXHIBIT I]**

11.2.3 **2010-2013 Internet Network Support Services**

Approve the Internet Network Support Services Agreement with the Orange County Superintendent of Schools, July 1, 2010, through June 30, 2013. The district currently participates in a consortium, via Letter of Agency (LOA), which allows the Corporation for Education Network Initiatives in California (CENIC) to act as the district's internet service provider (ISP), at no cost to the district. More than 850 districts currently have an active LOA with CENIC. These services are provided through the Orange County Superintendent of Schools. Due to the current state-wide budget uncertainties, the Orange County Superintendent of Schools has informed the district that it is possible that CENIC may not be funded. Therefore, the Orange County Superintendent of Schools has offered, in that event, to act as the district's ISP, at a cost not to exceed \$41,040 per year. (General Funds) **[EXHIBIT J]**

11.2.4 **Third Party Claims Administration**

Ratify an agreement with Claim Retention Services, Inc. to administer claims for the property and liability claims program and student accident insurance program. The term of the agreement is February 1, 2010, through January 31, 2011. The annual fixed rate fee for property and liability claims that occur within the self insured retention of the district is not to exceed \$21,000. Administration of claims beyond the self insured retention would be invoiced on a time and expense basis and reimbursement requested from the excess joint power authority. Additional investigative and mileage expenses would be on an as needed basis. Claims administrative services for the student accident insurance program would not exceed \$3,000. (General Funds) **[EXHIBIT K]**

Recommendation:

It is recommended that the Board of Trustees approve/ratify the agreements.

11.3 **Rejection of Liability Claims**

- 11.3.1 Reject a liability claim that was filed on December 22, 2009, and was identified as AUHSD 10-05. After review, staff determined that the claim was not a proper charge against the district. This is a personal injury claim.
- 11.3.2 Reject a liability claim that was filed on January 5, 2010, and was identified as AUHSD 10-07 (Tort Claim #272). After review, staff determined that the claim was not a proper charge against the district. This is a personal property loss claim.
- 11.3.3 Reject a liability claim that was filed on January 7, 2010, and was identified as AUHSD 10-99. After review, staff determined that the claim was not a proper charge against the district. This is a breach of contract claim.

Recommendation:

It is recommended that the Board of Trustees reject all claims as listed as not a proper charge against the district, and authorize staff to send the notices of rejection.

11.4 **Rejection of Claim**

Reject the claim of Hardy and Harper, Inc. dated January 5, 2010, find that the claim is not a proper charge against the district as provided in Government Code Section 915(a), and authorize staff to send a notice of rejection pursuant to Government Code Section 913.

Recommendation:

It is recommended that the Board of Trustees reject the claim as not a proper charge against the district, and authorize staff to send a notice of rejection.

11.5 **Instructional Materials Submitted for Adoption**

Adopt the selected instructional materials. The Instructional Materials Review Committee has recommended the selected books for use in English language arts and business. The books have been made available for public review. [EXHIBIT L]

Recommendation:

It is recommended that the Board of Trustees adopt the selected instructional materials.

11.6 **Donations**

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
District	Boeing Global Corp. Citizenship	\$15,000
Kennedy	Lisa Holley	IMAC flat panel 800 MHZ
Savanna	Duane Pamperin	Delta jointer
Sycamore	Cesar Roman	\$1,500 to the AVID program

Recommendation:

It is recommended that the Board of Trustees accept the donations as listed.

11.7 **Disposal of Surplus Miscellaneous Furniture and Equipment**

Recommendation:

It is recommended that the Board of Trustees approve the list of district furniture and equipment as surplus, salvage, old, and/or obsolete property, and authorize proper disposal through the auction process to the highest bidder. [EXHIBIT M]

11.8 **Disposal of Surplus Instructional Materials**

Recommendation:

It is recommended that the Board of Trustees approve the list of district miscellaneous obsolete textbooks, books, and instructional materials as surplus, and authorize staff to dispose of the books in accordance with Education Code Section 60510. [EXHIBIT N]

11.9 **Purchase Order Detail Report**

Recommendation:

It is recommended that the Board of Trustees ratify the purchase order detail report, January 12, 2010, through February 1, 2010. **[EXHIBIT O]**

11.10 **Check Register/Warrants Report**

Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report January 12, 2010, through February 1, 2010. **[EXHIBIT P]**

11.11 **Individual Service Contracts**

Recommendation:

It is recommended that the Board of Trustees approve/ratify the individual service contracts as submitted. (Special Education Funds) **[EXHIBIT Q]**

11.12 **Certificated Personnel Report**

Recommendation:

It is recommended that the Board of Trustees approve/ratify the certificated personnel report as submitted. **[EXHIBIT R]**

11.13 **Classified Personnel Report**

Recommendation:

It is recommended that the Board of Trustees approve/ratify the classified personnel report as submitted. **[EXHIBIT S]**

11.14 **Field Trip Report**

Recommendation:

It is recommended that the Board of Trustees approve/ratify the field trip report as submitted. **[EXHIBIT T]**

11.15 **Institutional Membership**

Cypress Chamber of Commerce, February 1, 2010, through February 1, 2011, \$175.
(General Funds)

Recommendation:

It is recommended that the Board of Trustees approve the membership.

11.16 **Board of Trustees' Meeting Minutes**

11.16.1 January 14, 2010, Special Board Meeting **[EXHIBIT U]**

11.16.2 January 21, 2010, Regular Board Meeting **[EXHIBIT V]**

Recommendation:

It is recommended that the Board of Trustees approve the minutes as submitted.

12. **SUPPLEMENTAL INFORMATION** **INFORMATION ITEM**
- 12.1 Cafeteria Fund, November 2009 and December 2009 [**EXHIBIT W**]
- 12.2 Enrollment, Month 4 [**EXHIBIT X**]
13. **SUPERINTENDENT AND STAFF REPORT** **INFORMATION ITEM**
14. **BOARD OF TRUSTEES' REPORT** **INFORMATION ITEM**
- Announcements regarding school visits, conference attendance, and meeting participation.
15. **ADVANCE PLANNING** **INFORMATION ITEM**
- 15.1 **Future Meeting Dates**
- The next regular meeting of the Board of Trustees will be held on Thursday, March 11, 2010, at 6:00 p.m.
- | | | |
|--|--|---|
| <p>Thursday, April 1</p> <p>Thursday, April 29</p> <p>Thursday, May 13</p> <p>Thursday, June 3</p> <p>Thursday, June 24</p> <p>Thursday, July 15</p> <p>Thursday, August 5</p> | | <p>Thursday, August 19</p> <p>Thursday, September 2</p> <p>Thursday, September 23</p> <p>Thursday, October 14</p> <p>Thursday, November 4</p> <p>Thursday, December 9</p> |
|--|--|---|
- 15.2 **Suggested Agenda Items**
16. **ADJOURNMENT** **ACTION ITEM**

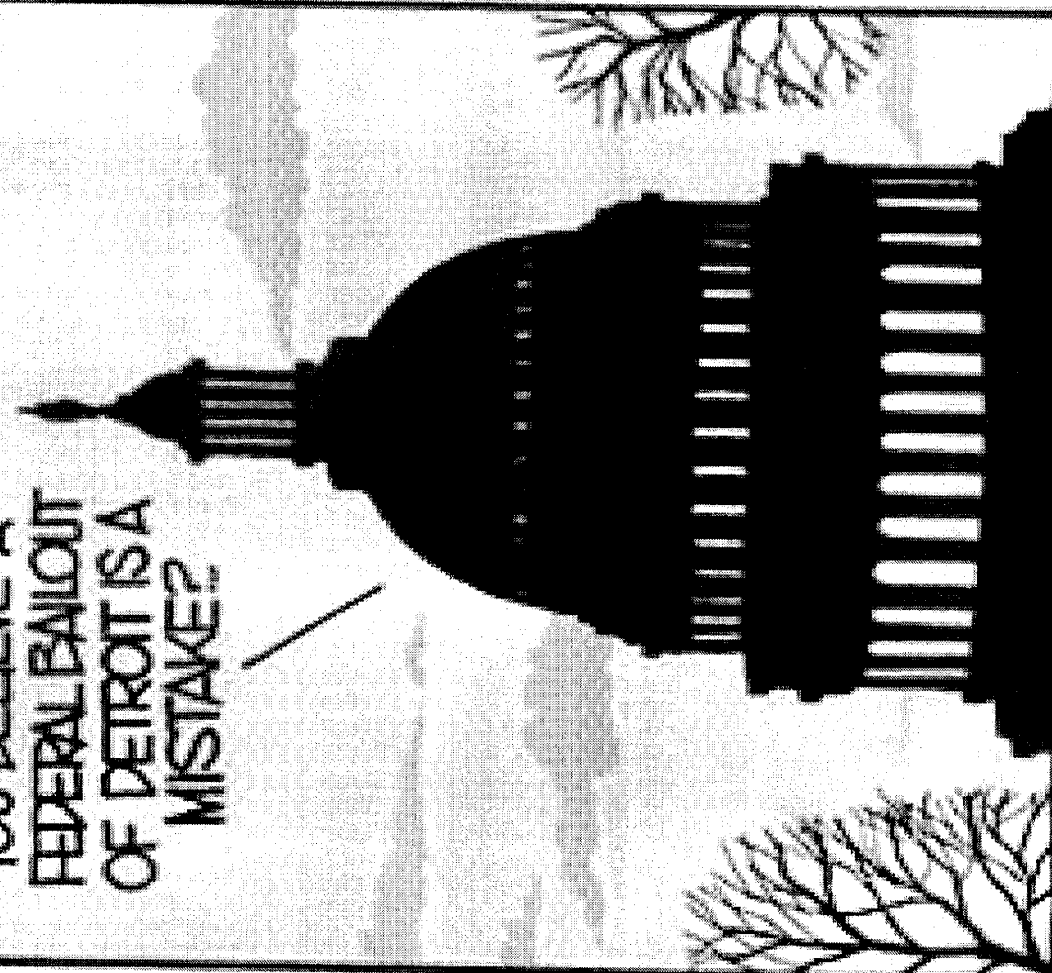
In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Tuesday, February 9, 2010.



AUHSD Lesson Design Specialist Update

Presentation to Board of Trustees
Thursday, February 11, 2010

SO AS AN
EXPERT WITNESS,
YOU BELIEVE A
FEDERAL BAILOUT
OF DETROIT IS A
MISTAKE?



... THAT'S
CORRECT,
SENATOR.

CHARLES DARWIN





What do you think?

How would someone figure out the meaning of the cartoon if they did not understand the key vocabulary?

Vocabulary clues - expert witness, federal bailout, Detroit, senator, Darwin

“Prior knowledge is the strongest predictor of a students’ ability to make inferences about text.”

Marilyn J. Adams and Bertram C. Bruce, “Background knowledge and Reading Comprehension”, International Reading Association, 1982

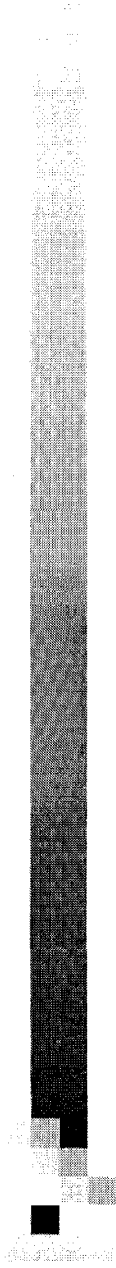
Making the Case for the Role of Language and Context

- If we want to raise achievement as measured by standardized tests, we need to know more about those tests.
- They test content (standards), context and language so we need to teach content, context and language

Current Events Context in CAHSEE

- 51. Read this sentence from the article.
- Furthermore, the federal government is encouraging electric car use by giving significant rebates for purchasing electric cars, and some states offer additional rebates.

- **What is the meaning of the word *rebates* in the article?**
- **A** money returned
- **B** tax credits
- **C** awards
- **D** additional guarantees



CAHSEE Examples

Titles of Reading Passages

A Universal Language

Acting Up

Out of the Woods

A Word in the Hand

Electric Cars Deserve a Second Look
On Screen

A One-Woman Campaign

On Becoming a Falconer

The Art of the Sandwich

What is the purpose of the LDS?

- To improve student academic achievement, especially in the areas of support for long term English Learners and other students having trouble accessing the curriculum.
- To help teachers focus on lesson design which includes scaffolding for higher levels of critical thinking and oral and written academic language development.

Why is the district implementing the LDS?

- The district is in Program Improvement (PI) status meaning the district failed to meet AYP categories for two consecutive years and must implement a plan for improvement.
- To meet federal compliance requirements including PI and CMS (Compliance, Monitoring, Interventions, and Sanctions Program).
- To meet state compliance requirements (CPM)
- To help improve teaching and learning throughout the district.

237 LDS Volunteers-15% of all Teachers

- 58 Math
- 58 Science
- 48 English
- 24 History
- 49 Elective/Special Ed/PE

What is happening across the district with LDS?

- Diana Fujimoto, Katella High School
- Diane Erickson, Oxford Academy

What can we expect?

- Year 1-15% of Teachers
- Year 2-30% of Teachers
- Year 3-60% of Teachers
- We intend to show a significant district-wide rise in academic achievement across all subgroups.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT**

Career and Technical Education Month

RESOLUTION NO. 2009/10-E-02

February 11, 2010

On the motion of Trustee _____ and duly seconded, the following resolution was adopted:

WHEREAS, February 1, 2010, through February 28, 2010, has been designated Career and Technical Education Month by the Association for Career and Technical Education; and

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system; and

WHEREAS, career and technical education provides Americans with a school-to-careers connection and is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to American's leadership in the international marketplace; and

WHEREAS, career and technical education gives students experience in practical, meaningful applications of basic skills such as reading, writing, and mathematics, thus improving the quality of their education, motivating potential dropouts and giving all students leadership opportunities in their fields and in their communities; and

WHEREAS, career and technical education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

WHEREAS, the ever-increasing cooperative efforts of career technical educators, business, and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade,

Resolution No. 2009/10-E-02

NOW, THEREFORE, BE IT RESOLVED, that the Anaheim Union High School District Board of Trustees does hereby support and designate February 1, 2010, through February 28, 2010, to be "Career and Technical Education Month".

The above and foregoing resolution was duly and regularly adopted at a regular meeting of the Board of Trustees, on the 11 day of February 2010, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)
) SS
)
COUNTY OF ORANGE)

I, Joseph M. Farley, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 11 day of February 2010, and passed by a roll call vote of all members of said board.

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

Joseph M. Farley, Ed.D.
Superintendent and
Secretary to the Board of Trustees

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION

2009/10-B-11

NAME OF DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT*

LOCATED IN: COUNTY OF ORANGE

MAXIMUM AMOUNT OF BORROWING: \$28,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-2010 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2009-2010 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2010 ("Fiscal Year 2009-2010") by the issuance of its 2009-2010 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt of taxes, income, revenue, cash receipts

* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

and other moneys to be received by the District for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District attributable to Fiscal Year 2009-2010; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes; and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to Fiscal Year 2009-2010 and available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for Fiscal Year 2009-2010; and

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to Fiscal Year 2009-2010 can be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

** Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit Provider") designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Credit Agreement") identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Certificate Purchase Agreement") to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the "Bond Pool Structure"), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the "Authority") pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Purchase Agreements"), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer's series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter, will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of senior bonds (each a "Series of Senior Bonds") and, if desirable, a corresponding series of subordinate bonds (each a "Series of Subordinate Bonds" and collectively with a Series of Senior Bonds, a "Series of Pool Bonds") secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District attributable to Fiscal Year 2009-2010, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2009-2010 [Subordinate]** Tax and Revenue Anticipation Notes, Series ____" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit

* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of 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 Fiscal Year 2009-2010, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the

Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2009-2010 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of unrestricted revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof.

The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinated Notes payable on a parity with one or more Series of outstanding Subordinated Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its unrestricted revenues that is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the

applicable Authorized Officers if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued. If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from the date of adoption of this Resolution through June 30, 2010 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other

documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each

Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related 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 Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made

under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document 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 Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to

have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof, including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the

obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. All or a portion of the moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. In the event a portion of earnings on the Permitted Investment in which the Proceeds Subaccount is invested shall be used to pay the related Credit Provider's fees and expenses and/or costs of issuing the related Credit Instrument, such funds may be requisitioned by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on behalf of the District. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Month (as defined hereinafter) designated in

the Pricing Confirmation applicable to such Series of Notes, amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Month set forth in the Pricing Confirmation applicable to the Series of Notes; provided, however, that on the twentieth day of the next to last Repayment Month designated in each such Pricing Confirmation (or, if only one Repayment Month is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Month designated in such Pricing Confirmation), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in any such Repayment Month (or month preceding a single Repayment Month), if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the twentieth day of such Repayment Month (or month preceding a single Repayment Month).

In the event more than one Series of Notes is issued, the District hereby covenants and agrees, subject to Section 8 hereof, to replenish amounts on deposit in the Proceeds Subaccount attributed to each Series of Notes in the following order of priority: first, on a pro-rata basis, the Proceeds Subaccount attributed to each Series of Senior Notes; second, on a pro-rata basis, the Proceeds Subaccount attributed to each Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, the Proceeds Subaccount attributed to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

For Notes issued in calendar 2009, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2009, will, at the time of the issuance of such Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2009, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

For Notes issued in calendar year 2010, in the event either (A) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably

expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Series of Notes.

Amounts in any Proceeds Subaccount relating to a Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Section 8. Source of Payment.

(A) The principal amount of each Series of Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received by the District for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (if applicable) of the District and are attributable to Fiscal Year 2009-2010 and which are available for payment thereof. As security for the payment of the principal of and interest on all Series of its Notes, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges certain unrestricted revenues (as hereinafter provided) which are received by the District for the general fund, and capital fund and/or special revenue fund (if applicable), of the District and are attributable to Fiscal Year 2009-2010, and the principal of each Series of Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable pro-rata among all such Series of Notes of the District from the first moneys received by the District from such pledged revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act) and subject to the payment priority provisions of Section 17 hereof and this Section 8.

In order to effect, in part, the pledge referenced in the preceding paragraph, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of its Notes (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share of the first amounts received in the months specified in the corresponding Pricing Confirmation as sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Fiscal Year 2009-2010) until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

With respect to each Series of Notes, the number of Repayment Months determined in the related Pricing Confirmation shall not exceed six (6) and the amount required to be deposited in any one Repayment Month (if there are more than two Repayment Months) as determined in such Pricing Confirmation shall not exceed fifty percent (50%) of the principal of and interest due with respect to such Series of Notes at maturity (such pledged amounts being hereinafter called the "Pledged Revenues"); provided, however, that the first Repayment Month of any Series of Subordinate Notes shall not occur prior to the last Repayment Month of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; provided further, that if the first Repayment Month of any Series of Subordinate Notes occurs in the same month as the last Repayment Month of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes.

Any Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Month, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

In the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Month, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority. The term "unrestricted revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund and capital fund and/or special revenue fund (if applicable) of the District attributable to Fiscal Year 2009-2010 and which are generally available for the payment of current expenses and other obligations of the District.

(B) Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(C) On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata;
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata;
 - e. fifth, to pay pro-rata any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(D) Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such

Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. Upon the advice of the Underwriter, as confirmed in the applicable Pricing Confirmation, the District may elect to have all or portions of the fees, expenses and costs related to the corresponding Credit Provider(s) and corresponding Credit Instrument(s) payable from interest earnings on the investment agreement or investment agreements or other Permitted Investments. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

If, as of the first Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each month, beginning in the month designated in Section 3.03 of the Trust Agreement or the Indenture, as applicable, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such month (as specified in the Pricing Confirmation applicable to the Series of Note) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the corresponding Credit

Provider, if any, a Financial Report and on the tenth Business Day of such month, if applicable, a Deficiency Report in substantially the forms set forth as Exhibits C and D to the Trust Agreement or the Indenture, as applicable, and shall provide such other information as the corresponding Credit Provider(s), if any, shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(E) Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds, are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by

it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2009-2010 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable, (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes, and (iii) accept its obligations under the Credit Agreement(s).

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes and accept its obligations under the Credit Agreement(s).

(C) The issuance of each Series of Notes, the adoption of this Resolution, the acceptance of the District's obligations under the Credit Agreement(s) and the execution and delivery of the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable, the Trust Agreement, if applicable, and Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative

regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2009-2010 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2009-2010, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of the final Series of Notes to be issued, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund and, if applicable, capital fund and/or special revenue fund of the District attributable to Fiscal Year 2009-2010, all of which will be legally available to pay principal of and interest on such Notes.

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2003-2004 through Fiscal Year 2007-2008, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2008-2009 and 2009-2010, respectively.

(H) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability

to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Trust Agreement or the Indenture, as applicable.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(L) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the District's acceptance of its obligations under the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(N) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its unrestricted revenues unless such pledge is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(O) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2009 (the "Fiscal Year 2008-2009") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2008-2009 or Fiscal Year 2009-2010 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) Except as otherwise approved by the Credit Provider that issued the applicable Credit Instrument, to the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2008-2009 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2009-2010.

(S) The District will maintain a positive general fund balance in Fiscal Year 2009-2010.

(T) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(U) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Series of Notes (or on any Series of Pool Bonds related thereto) under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Series of the Notes or any other funds of the District which would cause any Series of the Notes (or on any Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Series of Notes, this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Series of Notes (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2009-2010 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2009-2010 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are

required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Series of Notes, the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings

prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable,

prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in Section 5.03 of the Trust Agreement or the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(C)(1), (2) and (3) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

If any payment or distribution of any character, whether in cash, securities or other property, shall be received by any party or such party's representative; in contravention of any of the terms of this Section, such payment or distribution or security shall be held in trust for the benefit of, and shall be paid over or delivered and transferred to, the party entitled to such payment or distribution.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or

supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates; (2) non-payment related defaults; (3) modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of such Series of Notes and the related Series of Certificates; (8) unscheduled draws on debt service reserves reflecting financial difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of such Series of Notes.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall

be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this section, any owner or beneficial owner of the related Series of Certificates 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. A default under this section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(C) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (A) of this section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the

related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the owners or beneficial owners of the Certificates of the Series which evidences and represents the applicable Series of Notes in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (A) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of

Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to (i) acknowledge the terms of the applicable Credit Agreement, and (ii) provide the corresponding Credit Provider with any and all information relating to the District as such corresponding Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, 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 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

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

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/ _____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA
2009-2010 [SUBORDINATE]¹ TAX AND REVENUE ANTICIPATION NOTE, SERIES __

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

Interest Rate		Maturity Date		
____%		____, 2010		
First Repayment Month	Second Repayment Month	Third Repayment Month	Fourth Repayment Month	Fifth Repayment Month
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity ^{**}

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 2010 and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

¹ To bear this designation if this Note is a Series of Subordinate Notes.

^{**} Number of Repayment Months and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2009-2010 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained Resolution, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2009-2010) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of, and [in the final Repayment Month,] interest due on, the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

* This paragraph is applicable only if the Note is issued by the District.

** This paragraph is applicable only if the Note is issued by the County.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

* Applicable only if the Note is issued by the County.

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.]**

[COUNTY OF _____]*
[DISTRICT/ _____]
BOARD OF EDUCATION]**

By _____
Title:

[(SEAL)]

Countersigned

By _____
Title:

** This paragraph is applicable only if the Note is issued by the District.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

For Value Received, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

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



Orange County United Way

EXHIBIT D

2010 EITC Campaign Community Partner Stipend Agreement

The 2010 Earned Income Tax Credit (EITC) Campaign is a community based effort designed to assist low-income working families and individuals claim this refundable tax credit. This effort is spearheaded by the Orange County Financial Stability Alliance (OCFSA) and is co-led by Orange County United Way (OCUW) and The Legal Aid Society of Orange County (LASOC). In partnership with community based organizations, the EITC Campaign creates access to vital financial stability resources and services for low-income working families and individuals. Thank you for serving as a 2010 EITC Campaign Community Partner.

By signing below, **Anaheim Union High School District** agrees to serve as a 2010 EITC Campaign Community Partner and will host **6** free "Community Tax Days" at your agency location. **Anaheim Union High School District** agrees to assume all Community Partner Roles and Responsibilities as outlined on page two.

In return, Orange County United Way agrees to provide **Anaheim Union High School District** with a 2010 EITC Campaign stipend in the amount of **\$5,000** to help offset agency costs related to hosting a "Community Tax Day(s)" The stipend payments will be made in two equal payments, on February 19, 2010 and April 30, 2010.

Please return one signed copy via e-mail, fax or mail to:

Sahara Navarro
Manager, Community Development
Orange County United Way
18012 Mitchell Avenue South
Irvine, CA 92614
SaharaN@UnitedWayOC.org
Fax: 949-263-6181

Agency Name: Anaheim Union High School District

Address: 501 Crescent Way Anaheim, CA 92803

Primary Contact Name: Frederick Navarro, Ed.D Assistant Superintendent, Education

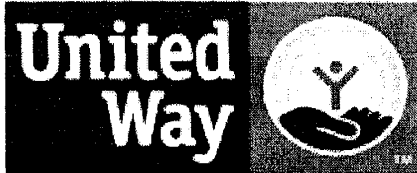
Phone (714)-999-3557 Email navarro f@auhsd.us

Secondary Contact Name: Renee Citlau (Accounting teacher, Cypress High School)

Phone (714) 595-9158 Email citlau r@auhsd.us

Agency Executive Director Signature

Date



Orange County United Way

2010 EITC Campaign Community Partner Roles & Responsibilities

EITC Campaign Community Partner agrees to:

- Host Community Tax Day(s) and schedule a minimum of 20 families for each Community Tax Day
- Designate a specific work area for the processing of tax returns using the LASOC's I-CAN! E-File module and/or VITA Volunteer effort.
- Maximize EITC Campaign outreach efforts by distributing fliers
- Identify a staff person to assist with the coordination of Community Tax Days
- Provide a EITC Campaign link on your website (if available)
- Provide materials at resource fairs and community events to increase EITC awareness.
- Identify and assist in the recruitment of volunteers for your agency's Community Tax Days
- Have attended a qualified training provided by LASOC
- Refer families to The Legal Aid Society of Orange County for additional support and assistance
- Maintain all family and individual information confidential
- Provide OCUW with an EITC summary report accompanied with a budget on how stipend was used
- Utilize the approved **2010 Intake Form** to accurately track the number of clients served

Orange County United Way and the Legal Aid Society of Orange County agree to:

- Provide a grant stipend to help offset Community Tax Day costs
- Provide comprehensive trainings for all EITC Campaign Community Partners
- Provide coordination and use of *I-CAN! E-File* module and/or VITA volunteers at all Community Partner sites
- Provide a URL to track EITC dollars returned to families and individuals assisted at your location
- Promote the EITC Community Tax Days through large-scale media outlets
- Provide a list of VITA site locations as a resource and referral to families
- Provide additional assistance to Community Partners as requested

**For more information regarding the EITC Campaign Community Partnership
or Free Community Tax Days please contact:**

Sahara Navarro
Manager, Community Development
Orange County United Way
(949) 263-6127 or SaharaN@UnitedWayOC.org



THIS MASTER AGREEMENT (this "Agreement") is entered into, by and between ANAHEIM UNION HIGH SCHOOL DISTRICT, 501 Crescent Way, Anaheim, CA 92803 ("Client"), and AXIOM RE, d/b/a EVERGREEN RX, a Florida corporation, located at 7401 Metro Boulevard, Suite 505, Edina, Minnesota 55439 ("Evergreen"). Evergreen is in the business of evaluating Prescription Benefit Manager ("PBM") contracts and providing PBM consulting services. Client desires to engage Evergreen, and Evergreen desires to be engaged by Client, to perform such services upon the terms and subject to the conditions set forth herein. Now, therefore, in consideration of certain payments and the mutual covenants herein contained, the parties hereto agree as follows:

1. Description of Services.

1.1 Generally. Evergreen will perform the business consulting services specified in the Statements of Work to this Agreement (the "Services"). This Agreement sets forth the basis for the relationship between the parties and the terms applicable to such Services. For the provision of specific Services, the parties shall enter into a mutually agreed Statement of Work describing such Services ordered and any conditions or specific terms pertaining thereto. Each Statement of Work, attached hereto as Exhibit A, is hereby incorporated by reference into this Agreement, and more fully described in Section 3 hereto.

1.2 Performance of Services. All work shall be performed in a workmanlike and professional manner by employees of Evergreen having a level of skill and experience in the area commensurate with the requirements of the scope of work to be performed. Evergreen shall make sure its employees at all times observe security and safety policies of Client while on Client's site.

1.3 Independent Contractor Relationship. The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship, or to subject the Parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein.

2. Confidentiality.

2.1 HIPPA. Pursuant to the requirements of the Health Insurance Portability and Accountability Act of 1996, the parties have entered into a Business Associate Agreement, attached hereto as Exhibit B and incorporated herein by reference.

2.2 Notwithstanding the foregoing, it is understood that during the course of this Agreement, Evergreen and its employees will receive data and information which is confidential and proprietary to Client. All such data and information (hereinafter "**Client Confidential Information**") disclosed, or otherwise made known to Evergreen and its employees as a result of the Services under this Agreement shall be considered confidential and shall be considered the sole property of Client. All information regarding Evergreen's operations, technical and conceptual expertise, processes, methods, and analysis in the areas of PBM contracts, disclosed by Evergreen to Client in connection with this Agreement is proprietary, confidential information belonging to Evergreen (the "**Evergreen Confidential Information**", and together with the Client Confidential Information, the "**Confidential Information**"). The Confidential Information shall be used by the receiving party and its employees and its representatives only for purposes of performing the receiving party's obligations hereunder. Each party agrees that it will not reveal, publish or otherwise disclose the Confidential Information of the other party to any third party without the prior written consent of the disclosing party, provided that the foregoing

obligations shall not apply to Confidential Information which: (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party; (b) becomes available to the receiving party on a non-confidential basis from a source which is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the disclosing party; (c) the receiving party develops independently of any disclosure by the disclosing party; (d) was in the receiving party's possession or known to the receiving party prior to its receipt from the disclosing party; or (e) is required by law to be disclosed.

This obligation of confidentiality and non-disclosure shall remain in effect for a period of five years after the termination of this Agreement.

3. Statement of Work.

3.1 Generally. Each Statement of Work shall generally set forth the following information: (a) the type of Services to be provided by Evergreen; (b) the amount and schedule of payments for each type of Services (collectively the "**Services Fees**"); and (c) such other terms as the parties may agree. The Services Fees may include fees that are to be paid on a monthly or other periodic basis (the "**Recurring Fees**"). Except as may be set forth in a Statement of Work, Evergreen may increase Services Fees upon sixty (60) days notice to Customers.

3.2 Terms Applicable to all Services. The successful and timely rendering of the Services requires the good faith cooperation of Client and Evergreen. Client shall provide reasonable cooperation to Evergreen, including, without limitation, making available or providing, or instructing the applicable PBM to provide, to Evergreen, as may be reasonably required or requested: (a) information concerning Client's business as it relates to the Services; (b) qualified personnel of Client; (c) sufficient access to Client's facilities and systems; (d) a copy of the executed agreement between Client and PBM and/or applicable third party, and all amendments (if any); (e) access to the applicable PBM reporting system; (f) a copy of the applicable PBM monthly claim report, or claim and membership report, by line of business; and (g) provide complete claims transaction file to Evergreen as instructed on a monthly basis; *provided that* the foregoing shall be provided so as not to unreasonably disrupt Client's business. Unless otherwise stated in a Statement of Work, the Services and all resulting deliverables shall be deemed accepted by Client on payment or within ten (10) business days after performance, whichever occurs first. In no event will acceptance or payment be unreasonably withheld, conditioned or delayed. Additions or deletions to the number of resources or changes to the duration of performance under an existing Statement of Work shall require execution of a new Statement of Work.

3.3 Client Delays. If performance by Evergreen under any Statement of Work is delayed as a result of any failure of Client to provide appropriate information, resources, or personnel reasonably necessary for Evergreen's performance, appropriate



adjustments to the applicable performance schedule may be made and any reasonable costs or expenses incurred by Evergreen as a result of such delay shall be payable by Client.

3.4 Changes in Scope of Work. Client may from time to time make prospective changes in the Services to be provided under a Statement of Work. In order for such changes to be effective, Client must submit them to Evergreen in writing and Client and Evergreen must execute an amendment to such Statement of Work. If any such change causes an increase or decrease in the estimated charges or causes a schedule change from that originally agreed upon, an equitable adjustment shall be made in the estimate of charges or the schedule, or both.

4. Fees, Taxes & Payments. Client shall pay to Evergreen the applicable Services Fees and Recurring Fees in accordance with any payment terms and schedules for payment set forth in each Statement of Work. If no payment terms are specified, fees and other charges shall be due and payable by the Client within thirty (30) days of the date of Evergreen's invoice. In addition to the Services Fees, Client shall pay all taxes, however and by whatever authority levied as a result of this Agreement (except for taxes on the income of Evergreen but including any interest and penalties), as well as all reasonably documented expenses actually incurred in the course of Evergreen's performance hereunder. Amounts not paid when due shall bear interest at a rate of one and one-half percent (1.5%) per month (18% per annum) or the maximum rate permitted by law, whichever is lowest. Client's failure to pay any amount within thirty (30) days of the due date may result in the suspension of the Services related to Client's failure to pay and Evergreen's obligation to provide such Services shall cease until such time as Client becomes current on its payment of the applicable fees (including all past due amounts and applicable late payment charges and interest). To the extent that Evergreen is required to collect taxes on behalf of a taxing authority, such taxes shall be in addition to the prices set forth in the applicable Statement of Work. The total amount of a Statement of Work shall be deemed not to include taxes unless expressly set forth therein and Evergreen may invoice applicable taxes separately.

5. Term & Termination. This Agreement shall commence on the date first written on the Statement of Work and shall continue in full force and effect for so long as there is Statement of Work for Services in effect without dispute (the "Term"). In such case, Client agrees to pay Evergreen for all fees and expenses (as described in Section 4 herein) incurred by Evergreen up to the effective date of termination. Client may terminate this Agreement upon completion of the Services described in the Statement of Work within ninety days prior written notice to Evergreen. If either party breaches any obligation hereunder, the non-breaching party will provide a written notice specifying the nature of the breach and demand that the breaching party cure the breach. The breaching party shall have ten (10) days from receipt of such notice to cure the breach. If the breach is not cured within such period, the non-breaching party may terminate this Agreement by providing written notice of termination. Any attempt to liquidate operations or seek or obtain protection from creditors shall be a material breach subject to the foregoing provisions. If this Agreement is terminated by either party, then all Confidential Information of each party shall be returned to the disclosing party. Upon termination, Client shall immediately pay all amounts then due and payable to Evergreen. Termination of this Agreement

shall not affect rights and/or obligations of the parties that arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations shall survive any such termination.

6. Limitation of Liability. EVERGREEN'S CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL SERVICES PERFORMED SHALL BE LIMITED TO DIRECT DAMAGES AND CAPPED AT THE AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY EVERGREEN FROM CUSTOMER UNDER THE STATEMENT OF WORK FROM WHICH THE EVENT CAUSING LIABILITY ARISES. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 6 APPLY TO ALL CLAIMS OR CAUSES OF ACTION ON WHATEVER BASIS AND UNDER WHATEVER THEORY BROUGHT AND IRRESPECTIVE OF WHETHER THE PARTY HAS ADVISED OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. Except for claims for fees not paid when due, all claims and causes of action brought by a party hereunder shall be brought within ninety (90) calendar days of the termination or expiration hereof or within six (6) months of the date the harm is actually discovered, whichever occurs first. FOR CLARIFICATION, IN NO EVENT SHALL EVERGREEN BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA.

7. Assignment. Client shall not assign this Agreement or any of its rights, interests or obligations hereunder whether voluntarily, by operation of law, or otherwise without the prior written consent of Evergreen in its sole discretion, and any attempt to do so without such consent shall be void. Subject to the foregoing, this Agreement shall be binding upon the parties and their respective successors and permitted assigns.

8. Publicity. Evergreen shall have the right, at its expense, to (a) list Client in its general listing of customers, and (b) issue press releases regarding the general nature of the services provided under any Statement of Work. Except as provided in the foregoing sentence, neither party shall, in connection with its activities under this Agreement, use the name, trade name, trademark or service mark of the other party in any way without the prior written consent of the other party, which consent may be withheld in the sole discretion of the party.

9. Non Solicitation. Neither party shall, without the express written consent of the other party in each instance, during the Term and for a period of one (1) year thereafter, directly or indirectly solicit, employ, offer to employ, or engage any employee of the other party with whom such party had contact pursuant to a Statement of Work or this Agreement.

10. Force Majeure. Evergreen shall not be liable to Client or deemed in breach of this Agreement or any Statement of Work for its failure or delay in performing any of its obligations under this Agreement or Statement of Work during any period in which such performance is rendered impracticable or impossible due to circumstances beyond Evergreen's reasonable control, including, but not limited to, acts of God, fire, explosion, flood, drought, riot, sabotage, terrorism, war, invasion, embargo, strikes or other labor trouble, failure in whole or in part of suppliers to deliver materials, equipment or machinery, interruption of or delay in transportation





**MASTER AGREEMENT
FOR CONSULTING SERVICES**

or telecommunications or compliance with any order or regulation of any government entity acting with color of right.

11. Miscellaneous. This Agreement and each Statement of Work are the complete agreement of the parties with respect to their subject matter and supersede all prior discussions, negotiations and agreements and any earlier proposals all whether verbal or written. This Agreement and each Statement of Work shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to principles of conflicts of laws and all claims and actions related hereto shall be brought in the appropriate state or federal court located Hennepin County, Minnesota. All notices, including notices of address changes, given by either party shall be sent by certified mail or by reputable overnight commercial delivery to the invoicing address specified by Client in the initial paragraph of this Agreement.

Notices to Evergreen shall be sent to the Evergreen address in the initial paragraph of this Agreement with a copy to Brown & Brown, Inc., 220 S. Ridgewood Avenue, Daytona Beach, Florida 32114, Attention: General Counsel. If any provision of this Agreement is held unenforceable, the enforceability of the remaining provisions shall not be affected. Waiver by either party of any breach shall not constitute waiver of any other breach. The headings in this Agreement are used for convenience of reference only. This Agreement and the Statement of Work may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. Neither this Agreement nor any Statement of Work may be amended except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties to these Master Terms & Conditions have caused it to be duly executed by their respective duly authorized representatives.

<p>AXIOM RE, INC D/B/A EVERGREEN RX</p>  <hr/> <p>AUTHORIZED SIGNATURE AND DATE SIGNED</p>  <hr/> <p>PRINTED NAME AND TITLE</p>	<p>ANAHEIM UNION HIGH SCHOOL DISTRICT</p> <hr/> <p>AUTHORIZED SIGNATURE AND DATE SIGNED</p> <hr/> <p>PRINTED NAME AND TITLE</p>
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**END OF MASTER AGREEMENT
FOR CONSULTING SERVICES**



ANAHEIM UNION HIGH SCHOOL DISTRICT AND EVERGREEN RX

Prescription Benefit Performance Report Including Network Pass Through

Evergreen Rx will perform one Prescription Benefit Performance Report to evaluate prescription benefit performance and compare client billed amounts to pharmacy paid amounts


Fee Structure

- Evergreen Rx will provide one Prescription Benefit Performance Report for a fee of \$3000.00, payable upon delivery of the report

Services

- ANAHEIM UNION HIGH SCHOOL DISTRICT will facilitate the delivery of pharmacy claims for a mutually agreed upon time period, not to exceed 12 months of claims data
- Evaluation of the prescription benefit performance and network pricing is contingent on received a complete RxClaim v7 file layout from the PBM
- Evergreen Rx will conduct an independent data analysis to determine the value and performance of the prescription benefit as a function of AWP, and will provide reports documenting these reviews (sample report provided)

IN WITNESS WHEREOF, the parties to this Statement of Work caused it to be duly executed by their respective duly authorized representatives.

<p>AXIOM RE, INC. D/B/A EVERGREEN RX</p>  <p>_____ AUTHORIZED SIGNATURE AND DATE SIGNED</p> <p>Charles C. Crispin CEO</p> <p>_____ PRINTED NAME AND TITLE</p>	<p>ANAHEIM UNION HIGH SCHOOL DISTRICT</p> <p>_____ AUTHORIZED SIGNATURE AND DATE SIGNED</p> <p>_____ PRINTED NAME AND TITLE</p>
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**END OF STATEMENT OF WORK
FOR CONSULTING SERVICES**



ANAHEIM UNION HIGH SCHOOL DISTRICT AND EVERGREEN RX

Rebate Performance Analysis

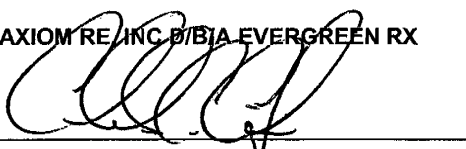
Fee Structure

An assessment of the pharmaceutical industry rebate performance will be performed for a \$1,000 fee

Services

Review of rebate allocation reports provided by PBM and deliver a written opinion on values achieved relative to Evergreen Rx experience in the marketplace, across multiple PBMs and benefit designs

IN WITNESS WHEREOF, the parties to this Statement of Work caused it to be duly executed by their respective duly authorized representatives.

<p>AXIOM RE/INC. DBIA EVERGREEN RX</p> <p></p> <p>_____ AUTHORIZED SIGNATURE AND DATE SIGNED</p> <p><i>Charles C. Crispin CEO</i></p> <p>_____ PRINTED NAME AND TITLE</p>	<p>ANAHEIM UNION HIGH SCHOOL DISTRICT</p> <p>_____</p> <p>AUTHORIZED SIGNATURE AND DATE SIGNED</p> <p>_____</p> <p>PRINTED NAME AND TITLE</p>
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**END OF STATEMENT OF WORK
FOR CONSULTING SERVICES**



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between **ANAHEIM UNION HIGH SCHOOL DISTRICT** ("Client") and **AXIOM RE, d/b/a EVERGREEN RX**, a Florida corporation, located at 7401 Metro Boulevard, Suite 505, Edina, Minnesota 55439 ("**Vendor**").

Vendor is or may be providing services to the Client which may involve disclosure of PHI, e-PHI or NPFI, as defined herein, by Client to Vendor. Client and Vendor have mutually agreed to the terms of this Agreement to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations (45 C.F.R. §§ 160-164), any applicable state privacy laws, and Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and any applicable implementing regulations issued by the Commissioner, Secretary or other regulatory authority having jurisdiction.

A. Privacy of Protected Health Information and Nonpublic Personal Financial Information.

1. **Permitted Uses and Disclosures.** Except as otherwise limited in this Agreement, Vendor is permitted or required to use or disclose Protected Health Information ("PHI") and Nonpublic Personal Financial Information ("NPFI") to perform functions, activities or services for, or on behalf of, Client, and in accordance with Client's Privacy Notice, provided that such use or disclosure would not violate the Privacy Rule if done by Client, and further:

a) **Functions and Activities on Client's Behalf.** Vendor is permitted to use and disclose PHI and NPFI it creates or receives for or from Client solely as necessary to perform its obligations to Client as set forth in the Agreement.

(i) Vendor will disclose PHI to reinsurance companies for which Vendor is soliciting quotes on Client's behalf.

(ii) Vendor may disclose PHI to a subcontractor under the terms of Section A5 of the Agreement in order that subcontractor may provide an analysis of potential savings to Client through eligibility management services Vendor can offer.

(iii) If Vendor is marketing a RFP for Client to select a PBM, Vendor will disclose PHI to those PBMs on Client's behalf.

b) **Vendor's Operations.** Vendor may use PHI and NPFI it creates or receives for or from Client solely as necessary for Vendor's proper management and administration or to carry out Vendor's legal responsibilities under the Agreement. If permitted under the Agreement, Vendor may disclose such PHI and NPFI only as necessary for Vendor's proper management and administration or to carry out Vendor's legal responsibilities only if:

(i) The disclosure is required by law; or

(ii) Vendor obtains reasonable assurance, evidenced by written contract, from any person or organization to which Vendor will disclose such PHI and NPFI that the person or organization will:

a. Hold such PHI and NPFI in confidence and use or further disclose it only for the purpose for which Vendor disclosed it to the person or organization or as required by law; and



- b. Notify Vendor immediately of any instance of which the person or organization becomes aware in which the confidentiality of such PHI and NPFI was breached and mitigate, to the extent practicable, any harmful effect resulting from disclosure.
2. **Prohibition on Unauthorized Use or Disclosure.** Vendor will neither use nor disclose PHI or NPFI it creates or receives for or from Client or from another vendor of Client, except as permitted or required by this Agreement or as required by law or as otherwise permitted in writing by Client.
3. **Prohibition on Unauthorized Use or Disclosure of Consumer Lists.** Vendor will not develop any list, description or other grouping of individuals using PHI or NPFI received from or on behalf of Client, except as permitted by this Agreement or in writing by Client. Vendor will not use or disclose any list, description or other grouping of individuals that is derived using such PHI or NPFI, except as permitted by this Agreement or in writing by Client.
4. **Breach Notification.** Vendor shall notify Client of any Breach of Unsecured PHI and to assist Client in providing notice of the Breach of Unsecured PHI to affected individuals and others to the extent requested by Client. Notice of a Breach shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach. At the request of Client, Vendor shall identify: the date of the Breach, the scope of the Breach, the Vendor's response to the Breach and the identification of the party responsible for causing the Breach, if known. In the event of a Breach Vendor shall, in consultation with Client, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Vendor. Notice of Breach of Unsecured PHI is not required:
 - a) when the unauthorized person to whom the information is disclosed would not reasonably be able to retain it;
 - b) when the breach results from an unintentional action by an employee or other person acting under authority of a Client (or Vendor); the action was taken in good faith and within the scope of employment or other professional relationship; and the information is not further acquired, accessed, used or disclosed by any person; or
 - c) the disclosure was inadvertent and from an individual otherwise authorized to access PHI at a facility operated by a Client (or Business Association) to a similarly situated person at the same facility, and the information is not further acquired, accessed, used or disclosed without authorization by any person.
5. **Information Safeguards.** Vendor will develop, implement, maintain and use appropriate and effective administrative, technical and physical safeguards, in compliance with the Privacy Rule, the Security Rule and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services, any applicable state privacy laws and Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 *et seq.*) and any applicable implementing regulations issued by the Commissioner, Secretary or other regulatory authority having jurisdiction, to preserve the integrity, confidentiality and availability of and to prevent unauthorized or prohibited use or disclosure of PHI or NPFI created for or received from Client. Vendor will keep these security measures current and will document these security measures in written policies, procedures or guidelines, which Vendor will provide to Client upon Client's request. Vendor covenants that as of February 17, 2010, such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA"), conducting a security risk assessment, and training



Vendor employees who will have access to PHI with respect to the policies and procedures required by HIPAA and ARRA.

6. **Sub-Contractors and Agents.** Client acknowledges that Vendor may choose to utilize the services of a sub-contractor or agent in the performance of its services for Client. With regard to any such delegation of services, Vendor will first require each of such sub-contractors and agents to execute an agreement substantially identical to this Agreement committing each such sub-contractor or agent to strictly preserve the confidentiality of all disclosed PHI and NPHI in accordance with applicable law. Among other terms, such agreements shall require that each such sub-contractor or agent will comply with the same privacy, security, and other obligations as Vendor has undertaken with respect to such PHI or NPHI. Such agreement shall further provide: (i) that the information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the sub-contractor or agent; and (ii) that the sub-contractor or agent will notify Vendor of any instances of which it becomes aware in which the confidentiality of the information has been breached.

B. Protected Health Information Access, Amendment and Disclosure Accounting.

1. **Access.** Vendor will promptly upon Client's request make available to Client or, at Client's direction, to the individual (or individual's personal representative) for inspection and copying any PHI about the individual which Vendor created or received for or from Client and that is in Vendor's custody or control, so that Client may meet its obligations under 45 C.F.R. § 164.524. In no event shall such access or the copies of said materials hereunder be provided by Vendor (and any sub-contractor or agent) later than seven (7) days following receipt of its request.
2. **Amendment.** Vendor will, upon receipt of notice from Client, promptly amend or permit Client access to amend any portion of PHI which Vendor created or received for or from Client, so that Client may meet its amendment obligations under 45 C.F.R § 164.526.
3. **Disclosure Accounting.** So that Client may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
 - a) **Disclosure Tracking.** Vendor will record for each disclosure of PHI that Vendor creates or receives for or from Client that is not excepted from disclosure accounting under Section B. 3 (b) below, that Vendor makes to Client or a third party: (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Vendor made the disclosure; (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure (items (i)-(iv), collectively, the "disclosure information"). For repetitive disclosures Vendor makes to the same person or entity (including Client) for a single purpose, Vendor may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures and (iii) the date of the last of these repetitive disclosures.
 - b) **Exceptions from Disclosure Tracking.** Vendor need not record disclosure information or otherwise account for disclosures of PHI that this Agreement or Client in writing permits or requires: (i) for the purpose of Client's treatment activities, payment activities, or health care operations; (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative or pursuant to that individual's authorization; (iii) to persons involved in that individual's health care or payment for health care, subject to the individual's right to object to such disclosure; (iv) for notification for disaster relief purposes; (v) for national security or intelligence purposes; (vi) to law enforcement officials or



correctional institutions regarding inmates; or (vii) any other disclosures excluded from the Privacy Rule's accounting requirement in 45 C.F.R. § 164.528.

- c) **Disclosure Tracking Time Periods.** Vendor must have available for Client the disclosure information required by Agreement Section B.3 (a) for the six (6) years preceding Client's request for the disclosure information (except Vendor need not have disclosure information for disclosures occurring before April 14, 2003).

- 4. **Inspection of Books and Records.** Vendor will make its internal practices, books, and records, relating to its use and disclosure of the PHI it creates or receives for or from Client, available to Client and to the U.S. Department of Health and Human Services to determine compliance with 45 C.F.R. § 164 or this Agreement. Vendor agrees to provide access to said information:

- a) To Client within five (5) business days of such request by Client; and
- b) To the U.S. Department of Health and Human Services in a time and manner as designated by the Secretary of the U.S. Department of Health and Human Services.

- C. **Reporting.** Vendor will report to Client in writing any use or disclosure of PHI or NPFI not permitted by this Agreement or by Client. Vendor will make the report to Client's Compliance Officer not less than one (1) business day after Vendor learns of such non-permitted or violating use or disclosure. Vendor will promptly provide Client with information regarding the nature and extent of the improper use or disclosure and any additional information Client may reasonably request, including but not limited to Vendor's corrective action, as applicable, for such non-permitted use or disclosure of PHI or NPFI under this Agreement.

D. Term and Termination.

- 1. **Term.** This Agreement shall commence on the date executed by signature and shall remain in effect until terminated as set forth herein.

- 2. **Termination of Agreement.**

- a) **Right to Terminate for Breach.** Vendor agrees that Client has the right to terminate the Agreement if Client determines, in its sole discretion, that Vendor or any sub-contractor or agent of Vendor has breached any provision of this Agreement. Client may exercise this right to terminate the Agreement by providing Vendor written notice of termination, stating the breach of the Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Client's notice of termination.
- b) **End of Business Relationship.** Upon termination of all business relationships between CLIENT and VENDOR, this Agreement will terminate subject to the Obligations of Termination as defined in Section 2.b.
- c) **Obligations upon Termination.** Upon termination, cancellation, expiration or other conclusion of the Agreement, Vendor will, if feasible, return to Client or destroy all PHI and NPFI, in whatever form or medium (including in any electronic medium under Vendor's custody or control), that Vendor or any sub-contractor or agent of Vendor created or received for or from Client, including all copies of and any data or compilations derived from and allowing identification of any individual who is subject of the PHI or NPFI. Vendor will complete such



return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement unless retention requirements of such data are otherwise mandated by law or regulation. Vendor will identify any PHI or NPI that Vendor or any sub-contractor or agent created or received for or from Client that cannot feasibly be returned to Client or destroyed, and will limit its further use or disclosure of that PHI or NPI to those purposes that make return or destruction of that PHI or NPI infeasible. Within such thirty (30) days, or within thirty (30) days after the expiration of any applicable mandated record retention requirements hereunder, Vendor will certify on oath in writing to Client that such return or destruction has been completed, will deliver to Client the identification of any PHI or NPI for which return or destruction is infeasible and, for that PHI or NPI, will certify that it will only use or disclose such PHI or NPI for those purposes that make return or destruction infeasible.

- (i) **Continuing Privacy Obligation.** Vendor's obligation and the obligation of Vendor's sub-contractors or agents to protect the privacy of the PHI and NPI it created for or received from Client will be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.
- (ii) **Other Obligations and Rights.** Vendor's other obligations and rights and Client's obligations and rights upon termination, cancellation, expiration or other conclusion of the Agreement will be those set out in the termination provisions of the Agreement.

E. Indemnity. In addition to other rights and responsibilities under the Agreement, Vendor will indemnify and hold harmless Client and any Client affiliates, officers, directors, employees and agents from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any unauthorized or prohibited use or disclosure of PHI or NPI or other breach of this Agreement by Vendor or any sub-contractor, agent, person or entity under Vendor's control; except to the extent such unauthorized or prohibited use or disclosure is at the request or direction of Client or a result of Client's violation of applicable law.

1. **Right to Tender or Undertake Defense.** If Client is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or NPI or other breach of this Agreement by Vendor or any sub-contractor, agent, person or entity under Vendor's control, Client will undertake its own defense, choosing the attorneys, consultants and other appropriate professionals to represent its interests, in which case Vendor will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants and other professionals.
2. **Right to Control Resolution.** Client will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it. Any such resolution will not relieve Vendor of its obligation to indemnify Client under Section E.

F. Remedies. In addition to other rights and responsibilities under the Agreement, Vendor agrees that monetary damages would be inadequate to compensate Client for any breach by Vendor or any sub-contractor or agent of Vendor of the covenants and agreements set forth herein. Accordingly, Vendor acknowledges and agrees that any such breach or threatened breach will cause irreparable injury to Client and that, in addition to any other remedies that may be available, in laws, in equity or otherwise, Client will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will not be



deemed to be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or in equity to the non-breaching party.

G. General Provisions.

1. **Definitions.** The following definitions used in this Agreement are defined as provided in the applicable HIPAA regulations. To the extent such regulations are amended, this Agreement shall be deemed to be amended as of the effective date of such amendments, as follows, except to the extent any of the following definitions are amended by law
 - (a) **Commissioner** is the Insurance Commissioner of the State of Florida.
 - (b) **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner of information **outside** the entity holding the information.
 - (c) **Individually Identifiable Health Information** is information that is a subset of health information, including demographic information collected from an individual, and:
 - (i) Is created or received by a health care provider, Client, employer, or health care clearinghouse; and
 - (ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past present or future payment for the provision of health care to an individual; and
 - (iii) That identifies the individual; or
 - (iv) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - (d) **Nonpublic Personal Financial Information ("NPMI") means personally identifiable financial information not available to the public.**
 - (i) Nonpublic personal financial information includes any consumer description, including name and social security number, consumer listing, or consumer grouping; including of publicly available information (such as name and address), if derived using nonpublic personal financial information.
 - (ii) Nonpublic personal financial information excludes:
 - 1) Health information.
 - 2) Publicly available information (except when derived from nonpublic personal financial information and included in a consumer listing, consumer description, or consumer grouping).
 - 3) Any consumer description, consumer listing, or consumer grouping not derived from non-public personal financial information and not disclosed in a manner that indicates individuals are a financial institution's consumers.
 - (e) **Personally Identifiable Financial Information** means information consumer provides, by application or otherwise, to licensee to obtain an insurance product or



service, or that licensee collects in connection with or resulting from a transaction involving an insurance product or service.

(1) Personally identifiable financial information includes:

- (i) Account balance information, payment history, social security number, information consumer provides, or licensee or its agent obtains, in connection with collecting or servicing loans, information from a consumer report, and information licensee collects through a device, such as Internet cookies, that gathers information from a web server.
- (ii) The fact that a consumer is or has been a licensee's customer, that consumer obtained insurance products or services from the licensee, and any information about a licensee's consumers that would, if disclosed, indicate that the individual is the licensee's consumer.

(2) Personally identifiable financial information excludes:

- (i) Health information.
 - (ii) List of customers' names and addresses of an entity that is not a financial institution.
 - (iii) Information that does not identify a consumer (e.g., aggregated or blind data without personal identifiers, account numbers, names or addresses).
- (f) **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. parts 160 and 164, subparts A and E as the same may be amended from time to time.
- (g) **Protected Health Information ("PHI")** is individually identifiable health information, whether oral or recorded in any form or medium, including demographic information collected from an individual, and:
- (i) Is created or received by a health care provider, Client, employer, or health care clearinghouse; and
 - (ii) Relates to past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - (iii) That identifies the individual; or
 - (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual. Also, the terms "**electronic Protected Health Information**" or "**electronic PHI**" or ("**e-PHI**") shall have the same meaning as such term in 45 C.F. R. § 160.103 covering PHI that is maintained in or transmitted in electronic media.
- (h) **Secretary** means the Secretary of Health and Human Services (HHS) or any other officer or employee of HHS to whom the authority involved has been delegated.



- (i) **Security Incident** shall have the same meaning as set forth at 45 C.F.R. § 164.304 covering the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - (j) **Security Rule** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. parts 160 and 164.
 - (k) **Unsecured PHI** means:
 - (i) protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by encryption or destruction or other technology or methodology specified by the Secretary of DHHS through final regulations.
 - (l) **Use** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information **within** an entity that maintains or has possession of such information.
2. **Amendment to Agreement.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to ensure compliance with changes in the laws or regulations. The parties specifically agree to take such action necessary to implement the standards and requirements of HIPAA and the implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. §§ 160-164), or any other applicable federal or state privacy law or regulation relating to the security or privacy of information, or the exchange of health information by electronic means. Upon the effective date of any final regulation or amendment to HIPAA and any applicable state privacy law or regulation, including Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and any implementing regulations issued by the Commissioner or other regulatory authority having jurisdiction, this Agreement will automatically be amended such that the obligations they impose on Vendor remain in compliance with these regulations. Upon Client's request, Vendor agrees to promptly amend the terms of this Agreement to conform to any applicable change in law or regulation. Vendor agrees to promptly amend its agreements with its sub-contractors and agents to conform to the terms of the Agreement. Client may terminate the Agreement upon forty-five (45) days written notice in the event (i) Vendor does not promptly amend the Agreement when requested by Client pursuant to this Section, or (ii) Vendor does not amend the Agreement sufficient to satisfy the standards and requirements of HIPAA, the HIPAA regulations, and any other applicable state or federal law or regulation regarding privacy or security of information as determined by Client.
3. **Assignment.** The Agreement or any part, articles or sections thereof may not be assigned during the term of the Agreement by any of the parties without the prior written consent of the other party(s), except: (i) as may otherwise be provided for in the Agreement; and (ii) each party may at any time assign its rights and obligations under the Agreement to any corporation controlled by, in control of or under common control of the assigning party provided, however, it provides the non-assigning party(s) with thirty (30) days prior written notice of said assignment.
4. **Entire Agreement/Amendments/Multiple Originals.** The Agreement, together with any attachments or exhibits, set forth the entire Agreement between the parties with respect to the subject matter. Any prior purchase orders, agreements, promises, negotiations or representations, whether oral or written, not expressly set forth in the Agreement, are of no



force or effect. The Agreement shall be executed in multiple originals, one for Vendor and the other for Client. The Agreement may not be amended except in writing, signed by the parties.

5. **Governing Law. The Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida, and the parties hereto agree to the jurisdiction of the State of Florida.**
6. **Notices. Except as may be otherwise stated in the Agreement, all notices and communications hereunder shall be in writing and deemed given, when personally delivered to or upon receipt when deposited with the United States Postal Service, certified or registered mail, return receipt requested, postage prepaid. All notices should be addressed as follows:**

Evergreen Re
Mr. Charles Crispin
1000 S.E. Monterey Commons Blvd. Ste. 301
Stuart, Florida 34996

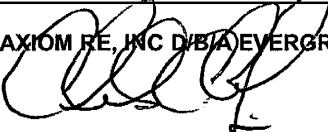
Evergreen Rx
Mr. Craig Stephens
7401 Metro Blvd. Ste. 505
Edina, Minnesota 55439

General Counsel
3101 W. Martin Luther King, Jr. Blvd., Suite 400
Tampa, Florida 33607

7. **Other Parties. The Agreement is solely between the parties hereto and is not intended to be enforceable by any other party or to create any express or implied rights hereunder of any nature whatsoever in any other party.**
8. **Partial Invalidity/Interpretation. If any term or provision of the Agreement is determined to be invalid or unenforceable, the remainder of the Agreement will not be affected thereby. The section headings in the Agreement are solely for reference purposes.**
9. **Waiver. Failure of a party to complain of any act or omission on the part of another party shall not be deemed to be a waiver. No waiver by a party of a breach of the Agreement will be deemed a waiver of any subsequent breach. Acceptance of partial payment will be deemed a part payment on account and will not constitute an accord and satisfaction.**



IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement as of the date indicated below.

<p>AXIOM RE, INC D/B/A EVERGREEN RX</p> <p></p> <p>_____ AUTHORIZED SIGNATURE AND DATE SIGNED</p> <p><i>Charles C. Crispin CEO</i></p> <p>_____ PRINTED NAME AND TITLE</p>	<p>ANAHEIM UNION HIGH SCHOOL DISTRICT</p> <p>_____ AUTHORIZED SIGNATURE AND DATE SIGNED</p> <p>_____ PRINTED NAME AND TITLE</p>
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CHANGE ORDER NO.4

(Deductive)

PROJECT: Bid #2010-01 Magnolia High School Paving Improvement ProjectTO: Hardy & Harper, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

1. Liquidated Damages per contract
44 calendar days @ \$750 per day
Total (\$33,000)

COST (This cost shall not be exceeded.):

Original contract price:	\$ 849,624.97
Change Order amount:	\$ (33,000.00)
New contract price:	\$ 816,624.97

TIME FOR COMPLETION:

Completion date:	11/13/2009
Adjustment to	
Change Order No. 3:	4 calendar days
Revised completion date	11/17/2009
Actual completion date:	12/31/2009

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: _____
Signature

Print Name

Title

Date

DISTRICT

By:  _____
Signature

TIMOTHY D HOLCOMB

Print Name

DEPUTY SUPERINTENDENT

Title

1/26/10

Date

ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way – P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

11 th	day of	February	2010
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by and between

Grover Bravo, DBA, Grupo Crecer

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

WHEREAS the District is in need of special services and advice;

WHEREAS such services and advice are not available at no cost from public agencies;

and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Grover Bravo, DBA, Grupo Crecer, will provide a culturally-based family education course for the parents of Anaheim High School students. The course is taught by professional educators, consists of eight two-hour sessions, and focuses on strengthening the family unit. All topics focus on academic success and include: the role of the family, the role of self-esteem, and the essential building blocks that lead to academic success.
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Site/School:	Anaheim High School	Funds (Cost Center):	Title I (3811), ARRA (3806), EIA/LEP (4560)
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	February 25, 2010
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and shall diligently perform as specified and complete performance by:

Date:	April 22, 2010
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Anaheim High School will provide Grupo Crecer with parent contact information (name and telephone number) for all 9th and 10th grade Anaheim High School students.

5. District shall pay Consultant the maximum amount of

\$20,000

for services rendered

to # of people:	200 parents	# hours per day:	2	# of days:	8 weekly sessions
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Parents who complete Grupo Crecer's family education course will have a better understanding of academic, emotional, physical, psychological, and social issues that impact the lives of their children. This should result in an enhanced capacity to support their students' success in school.

- 12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Grupo Crecer is a well established community-based organization, founded by psychologist Dr. Grover Bravo, an expert in family support services. Dr. Bravo comes highly recommended by the Anaheim City School District and Sycamore Junior High School. Dr. Bravo is not available for hire.

List any technical support that will need to be supplied by District:

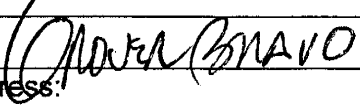
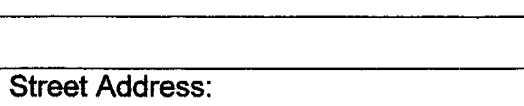
Consultant does not require any technical support.

**COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Grover Bravo, DBA, Grupo Crecer	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Grover Bravo/Executive Director	Frederick Navarro
Authorized Signature:	
	
Signature of Assistant Superintendent:	
	
Street Address:	
2024 N. Broadway St Suite 205	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Santa Ana, CA 92706	Anaheim, CA 92803-3520
Date:	
12-22-2009	

Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number* or Federal Identification Number*

--	--

*Or, initial below:

CB	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
----	--

Telephone Number:


E-mail Address:

714-558-0828	rrodriguez_1024@yahoo.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	1-4-09
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1
2 AGREEMENT NUMBER: 35267

3 INCOME AGREEMENT
4 ANAHEIM UNION HIGH SCHOOL DISTRICT

5 This AGREEMENT is hereby entered into this 11th day of
6 February, 2010, by and between the Orange County Superintendent of
7 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
8 referred to as SUPERINTENDENT, and the Anaheim Union High School
9 District, 501 Crescent Way, Anaheim, California 92803, hereinafter
10 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
11 collectively referred to as the Parties.

12 WHEREAS, DISTRICT is in need of such special services and
13 advice related to professional development training; and

14 WHEREAS, SUPERINTENDENT is specially trained and experienced
15 and competent to perform the special services required by the
16 DISTRICT, and such services are needed on a limited basis;

17 NOW, THEREFORE, the parties hereby agree as follows:

18 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an
19 independent contractor to perform the following described work and
20 SUPERINTENDENT hereby agrees to perform said work upon the terms and
21 conditions hereinafter set forth. Specifically, SUPERINTENDENT shall
22 perform the following services for Educational Technology Services:

23 1.1 Provide Angel Learning licenses for students and
24 teachers for access to courses on OC Online.

25 2.0 TERM. This AGREEMENT shall commence on July 1, 2009, and
end on June 30, 2010, subject to termination as set forth in this
AGREEMENT.

1 3.0 COMPENSATION. DISTRICT agrees to pay SUPERINTENDENT for
2 services satisfactorily performed pursuant to Section 1.0 of this
3 AGREEMENT a total sum not to exceed Three thousand seven hundred
4 ninety-five dollars (\$3,795.00). Reimbursement shall be made at the
5 rate of fifteen dollars (\$15.00) per user for a total of twenty-two
6 (22) educator user accounts and the rate of Three dollars (\$3.00)
7 per user for a total of one thousand one hundred fifty-five (1,155)
8 student user accounts. DISTRICT shall pay SUPERINTENDENT using
9 California Technology Assistance Project (CTAP) certificates issued
10 by SUPERINTENDENT. If DISTRICT chooses to use California Technology
11 Assistance Project (CTAP) certificates they will be deducted from
12 the total cost at the time SUPERINTENDENT and remaining balance
13 shall be paid upon receipt of an invoice from SUPERINTENDENT.

14 Payment shall be mailed to: Orange County Superintendent of Schools,
15 Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box 9050, Costa
16 Mesa, California 92628-9050, or at such other place as
17 SUPERINTENDENT may designate in writing.

18 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance
19 of this AGREEMENT, shall be and act as an independent contractor.
20 SUPERINTENDENT understands and agrees that he/she and all of his/her
21 employees shall not be considered officers, employees or agents of
22 the DISTRICT, and are not entitled to benefits of any kind or nature
23 normally provided employees of the DISTRICT and/or to which
24 DISTRICT'S employees are normally entitled, including, but not
25 limited to, State Unemployment Compensation or Workers'
Compensation. SUPERINTENDENT assumes the full responsibility for

1 the acts and/or omissions of his/her employees or agents as they
2 relate to the services to be provided under this AGREEMENT.
3 SUPERINTENDENT shall assume full responsibility for payment of all
4 federal, state and local taxes or contributions, including
5 unemployment insurance, social security and income taxes with
6 respect to SUPERINTENDENT'S employees.

7 5.0 HOLD HARMLESS/INDEMNIFICATION.

8 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
9 hold harmless DISTRICT, its Governing Board, officers, agents, and
10 employees from liability and claims of liability for bodily injury,
11 personal injury, sickness, disease, or death of any person or
12 persons, or damage to any property, real personal, tangible or
13 intangible, arising out of the negligent acts or omissions of
14 employees, agents or officers of SUPERINTENDENT or the Orange County
15 Board of Education during the period of this AGREEMENT.

16 B. DISTRICT hereby agrees to indemnify, defend, and hold
17 harmless SUPERINTENDENT, the Orange County Board of Education, and
18 its officers, agents, and employees from liability and claims of
19 liability for bodily injury, personal injury, sickness, disease, or
20 death of any person or persons, or damage to any property, real,
21 personal, tangible or intangible, arising out of the negligent acts
22 or omissions of employees, agents or officers of DISTRICT during the
23 period of this AGREEMENT.

24 6.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to
25 this AGREEMENT shall not be assigned by the DISTRICT without prior
written approval of SUPERINTENDENT.

1 7.0 TOBACCO USE POLICY. In the interest of public health, the
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
3 use of any tobacco products are prohibited in buildings and
4 vehicles, and on any property owned, leased or contracted for by the
5 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
6 abide with conditions of this policy could result in the termination
7 of this AGREEMENT.

8 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
9 they will not engage in unlawful discrimination in employment of
10 persons because of race, color, religious creed, national origin,
11 ancestry, physical handicap, medical condition, marital status, or
12 sex of such persons.

13 9.0 TERMINATION. Either party may terminate this AGREEMENT with
14 or without reason with the giving of thirty (30) days written notice
15 to the other party. DISTRICT shall compensate SUPERINTENDENT only
16 for services satisfactorily rendered to the date of termination.
17 Written notice by DISTRICT shall be sufficient to stop further
18 performance of services by SUPERINTENDENT. Notice shall be deemed
19 given when received by the SUPERINTENDENT or DISTRICT or no later
20 than three (3) days after the day of mailing, whichever is sooner.

21 10.0 NOTICE. All notices or demands to be given under this
22 AGREEMENT by either party to the other, shall be in writing and
23 given either by: (a) personal service or (b) by U.S. Mail, mailed
24 either by registered or certified mail, return receipt requested,
25 with postage prepaid. Service shall be considered given when
received if personally served or if mailed on the third day after

1 deposit in any U.S. Post Office. The address to which notices or
2 demands may be given by either party may be changed by written
3 notice given in accordance with the notice provisions of this
4 section. At the date of this AGREEMENT, the addresses of the
5 parties are as follows:

6 DISTRICT: Anaheim Union High School District
501 Crescent Way
7 Anaheim, California 92803
Attn: Frederick Navarro

8 SUPERINTENDENT: Orange County Superintendent of Schools
9 200 Kalmus Drive
P.O. Box 9050
10 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

11 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
12 seek redress for violation of, or to insist upon, the strict
13 performance of any term or condition of this AGREEMENT shall not be
14 deemed a waiver by that party of such term or condition, or prevent
15 a subsequent similar act from again constituting a violation of such
16 term or condition.

17 12.0 SEVERABILITY. If any term, condition or provision of this
18 AGREEMENT is held by a court of competent jurisdiction to be
19 invalid, void, or unenforceable, the remaining provisions will
20 nevertheless continue in full force and effect, and shall not be
21 affected, impaired or invalidated in any way.

22 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
23 shall be governed by the laws of the State of California with venue
24 in Orange County, California.

25 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire agreement among the Parties to

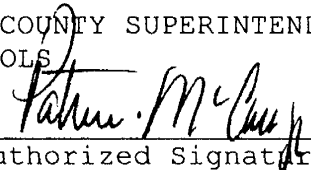
1 it and supersedes any prior or contemporaneous understanding or
2 agreement with respect to the services contemplated, and may be
3 amended only by a written amendment executed by both Parties to the
4 AGREEMENT.

5 IN WITNESS WHEREOF, the Parties hereto set their hands.

6 DISTRICT: ANAHEIM UNION HIGH
7 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

8 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

9 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

10 TITLE: _____

TITLE: Coordinator

11 DATE: _____

DATE: January 14, 2010

12
13
14 AnaheimUHSD-OC Online-Angel Learning(35267)10
15 ZIP6

2010-2013
INTRANET NETWORK SUPPORT SERVICES AGREEMENT
ANAHEIM UNION HIGH SCHOOL DISTRICT

This Intranet Network Support Services Agreement is hereby entered into this 17th day of December, 2009, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide Intranet data connectivity services and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 INTRANET SERVICES. SUPERINTENDENT agrees to provide DISTRICT access to and application of Intranet services via the SUPERINTENDENT'S Intranet Network which is a telecommunications network utilized by the SUPERINTENDENT. Intranet services shall include access to the following:

1. BiTech Financial System (Separate contract required)
2. Payroll Services
3. Time and Attendance
4. Imaging

1 3.0 TERM. This AGREEMENT shall be in full force and effect for
2 the period commencing July 1, 2010, and ending on June 30, 2013,
3 subject to termination as set forth in this AGREEMENT.

4 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
5 rendered pursuant to Section 2.0 of this AGREEMENT a total amount
6 not to exceed Two thousand two hundred fifty dollars (\$2,250.00).

7 The charges are based on the actual expenses incurred by
8 SUPERINTENDENT in supporting the connectivity between DISTRICT and
9 SUPERINTENDENT through the telephone companies, Internet service
10 providers, and vendors providing equipment, lines and services. The
11 amounts listed below are estimated charges to the SUPERINTENDENT for
12 the fiscal year 2010 -2011, fiscal year 2011-2012 and fiscal year
13 2012-2013 and are based on the type, level, and number of services

14 provided to DISTRICT. DISTRICT shall be notified in writing of any
15 increase in charges incurred by SUPERINTENDENT in supporting the
16 network that result from rate changes from any one of the providers
17 referenced above which shall be payable by the DISTRICT. In
18 addition, SUPERINTENDENT shall provide DISTRICT written notice of
19 the annual fees due for the renewal period at least ninety (90) days
20 prior to the end of the then current term. DISTRICT agrees to pay
21 SUPERINTENDENT the actual charges within thirty (30) days upon
22 receipt of an itemized invoice in triplicate from SUPERINTENDENT.

23 Charges shall be as follows:

24 ////

25 ////

ITEM#	COST	DESCRIPTION OF SERVICE/SUPPORT
<u>ANNUAL FEES</u>		
1.	\$ 0.00	Webfiltering licenses.
2.	\$ 750.00	Annual data circuit network management.
3.	\$ 0.00	Annual maintenance of Cisco router and TSU/DSU (dedicated high speed modem). Includes replacement.
4.	\$ 0.00	Annual data circuit charges for lines between DISTRICT and SUPERINTENDENT. Cost is based on type, capacity, and tariff rates charged by the telephone company.
5.	\$ 0.00	Email archiving/storage per terabyte.
6.	\$ 0.00	Email archiving/administration per terabyte.

TOTAL FEES: \$750.00

5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance on the Intranet connectivity (i.e. TSU/DSU, router, and data circuit) between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 8:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

6.0 TRAINING. SUPERINTENDENT will provide, at no additional charge, such assistance and advice, if requested, as may be necessary to assist DISTRICT personnel in the use and operation of the equipment installed by SUPERINTENDENT to enable DISTRICT to make

1 optimum use of the network services Monday through Friday from 8:00
2 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

3 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
4 shall be an independent contractor and shall be wholly responsible
5 for the manner in which the services required by the terms of this
6 AGREEMENT are performed. Nothing herein contained shall be
7 construed as creating the relationship of employer and employee, or
8 principal and agent, between SUPERINTENDENT and DISTRICT.
9 SUPERINTENDENT assumes the responsibility for the acts of its
10 employees or agents as they relate to the services to be provided.
11 SUPERINTENDENT, its officers, agents, and employees, shall not be
12 entitled to any rights, and/or privileges of DISTRICT'S employees
13 and shall not be considered in any manner to be DISTRICT'S
14 employees.

15 8.0 HOLD HARMLESS.

16 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
17 hold harmless DISTRICT, its Governing Board, officers, agents, and
18 employees from every claim or demand and every liability loss,
19 damage, or expense of any nature whatsoever which may be incurred by
20 reason of any negligent acts or omissions of employees, agents or
21 officers of SUPERINTENDENT or the Orange County Board of Education
22 during the period of this AGREEMENT.

23 B. DISTRICT hereby agrees to indemnify, defend, and hold
24 harmless SUPERINTENDENT, the Orange County Board of Education, and
25 its officers, agents, and employees from every claim or demand and
every liability, loss, damage, or expense of any nature whatsoever

1 which may be incurred by reason of any negligent acts or omissions
2 of employees, agents or officers of DISTRICT during the period of
3 this AGREEMENT.

4 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
5 they will not engage in unlawful discrimination of persons because
6 of race, color, religious creed, national origin, ancestry, physical
7 handicap, medical condition, marital status, or sex of such persons.

8 10.0 APPLICABLE LAW. The services completed herein must meet the
9 approval of the DISTRICT'S general right of inspection to secure the
10 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
11 to comply with all federal, state and local laws, rules, regulations
12 and ordinances that are now or may in the future become applicable
13 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel
14 engaged in operations covered by this AGREEMENT or occurring out of
15 the performance of such operations.

16 11.0 ASSIGNMENT. Neither party shall subcontract or assign this
17 AGREEMENT or the performance of any of the services set forth in
18 this AGREEMENT without prior written approval of the non-assigning
19 party.

20 12.0 TERMINATION. This AGREEMENT may be terminated by
21 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
22 sixty (60) days prior written notice to the other party.

23 13.0 TOBACCO USE POLICY. In the interest of public health, the
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
25 use of any tobacco products are prohibited in buildings and
vehicles, and on any property owned, leased or contracted for by the

1 SUPERINTENDENT. Failure to abide with conditions of this policy
2 could result in the termination of this AGREEMENT.

3 14.0 NOTICES. All notices or demands to be given under this
4 AGREEMENT by either party to the other shall be in writing and given
5 either by: i) Personal service, or ii) U.S. Mail, mailed either by
6 registered or certified mail, return receipt requested, with postage
7 prepaid. Service shall be considered given when received if
8 personally served or, if mailed, on the third (3rd) day after
9 deposit in any U.S. Post Office. The address to which notices or
10 demands may be given by either party may be changed by written
11 notice given in accordance with the notice provisions of this
12 section. As of the date of this AGREEMENT the addresses of the
13 parties are as follows:

14 DISTRICT: Anaheim Union High School District
15 501 Crescent Way
16 Anaheim, California 92801
17 Attn: _____

18 SUPERINTENDENT: Orange County Superintendent of Schools
19 200 Kalmus Drive
20 Costa Mesa, California 92626
21 Attn: Patricia McCaughey

22 15.0 SEVERABILITY. If any term, condition or provision of this
23 AGREEMENT is held by a court of competent jurisdiction to be
24 invalid, void, or unenforceable, the remaining provisions will
25 nevertheless continue in full force and effect and shall not be
affected, impaired or invalidated in any way.

1 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
2 shall be governed by the laws of the State of California, with venue
3 in Orange County, California.

4 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
5 attached hereto constitute the entire AGREEMENT between
6 SUPERINTENDENT and DISTRICT regarding the services and any agreement
7 made shall be ineffective to modify this AGREEMENT in whole or in
8 part unless such agreement is embodied in an Amendment to this
9 AGREEMENT which has been signed by both Parties. This AGREEMENT
10 supersedes all prior negotiations, understandings, representations
11 and agreements.

12 IN WITNESS WHEREOF, the Parties hereto have caused this
13 AGREEMENT to be executed.

14 DISTRICT: ANAHEIM UNION HIGH
15 SCHOOL DISTRICT

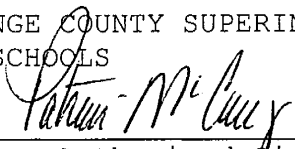
16 BY: _____
Authorized Signature

17 PRINT NAME: _____

18 TITLE: _____

19 DATE: _____

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

20 BY:  _____
Authorized Signature

21 PRINT NAME: Patricia McCaughey

22 TITLE: Coordinator

23 DATE: December 17, 2009

24 AUHSD-Intranet(35170) FY 2010-2013
25 ZIP4

2010 - 2013
INTERNET NETWORK SUPPORT SERVICES AGREEMENT
ANAHEIM UNION HIGH SCHOOL DISTRICT

This Internet Network Support Services Agreement, hereinafter referred to as AGREEMENT, is hereby entered into by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide Internet access and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2010, and ending on June 30, 2013, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services rendered pursuant to Section 1.0 of this AGREEMENT a total amount not to exceed One hundred twenty-three thousand one hundred twenty dollars (\$123,120.00). Reimbursement for services will be based on the actual expenses incurred by SUPERINTENDENT in providing Internet access. The amounts listed below are estimated charges to the

SUPERINTENDENT for fiscal year 2010 - 2011, fiscal year 2011 - 2012

1 and fiscal year 2012 - 2013 and are based on the type, level, and
2 number of services provided to DISTRICT. DISTRICT shall be notified
3 in writing of any increase in charges incurred by SUPERINTENDENT in
4 supporting the network that result from rate changes. DISTRICT
5 agrees to pay SUPERINTENDENT the actual charges within thirty (30)
6 days upon receipt of an itemized invoice in triplicate from
7 SUPERINTENDENT. Charges shall be as follows:

8	<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
9		<u>ANNUAL FEES</u>	
10	1.	\$ <u>41,040.00</u>	Internet Access Fee. DISTRICT will be billed 11 only if SUPERINTENDENT receives an invoice 12 from California K12 High Speed Network for Internet access for <u>250 MB</u> .
12		TOTAL FEES:	<u>\$41,040.00</u>

13 4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
14 technical support and assistance for Internet access between the
15 DISTRICT and SUPERINTENDENT, provided however, that the availability
16 or performance of this technical support service shall not be
17 construed as altering or affecting SUPERINTENDENT'S obligations as
18 set forth in this AGREEMENT. SUPERINTENDENT'S technical support via
19 telephone shall be provided to DISTRICT without charge Monday
20 through Friday from 8:00 A.M. - 5:00 P.M., excluding
21 SUPERINTENDENT'S holidays.

22 5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
23 shall be an independent contractor and shall be wholly responsible
24 for the manner in which the services required by the terms of this
25 AGREEMENT are performed. Nothing herein contained shall be
construed as creating the relationship of employer and employee, or

1 principal and agent, between SUPERINTENDENT and DISTRICT.
2 SUPERINTENDENT assumes the responsibility for the acts of its
3 employees or agents as they relate to the services to be provided.
4 SUPERINTENDENT, its officers, agents, and employees, shall not be
5 entitled to any rights, and/or privileges of DISTRICT'S employees
6 and shall not be considered in any manner to be DISTRICT'S
7 employees.

8 6.0 HOLD HARMLESS.

9 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
10 harmless DISTRICT, its Governing Board, officers, agents, and
11 employees from every claim or demand and every liability loss,
12 damage, or expense of any nature whatsoever which may be incurred by
13 reason of any negligent acts or omissions of employees, agents or
14 officers of SUPERINTENDENT or the Orange County Board of Education
15 during the period of this AGREEMENT.

16 B. DISTRICT hereby agrees to indemnify, defend, and hold
17 harmless SUPERINTENDENT, the Orange County Board of Education, and
18 its officers, agents, and employees from every claim or demand and
19 every liability, loss, damage, or expense of any nature whatsoever
20 which may be incurred by reason of any negligent acts or omissions
21 of employees, agents or officers of DISTRICT during the period of
22 this AGREEMENT.

23 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
24 they will not engage in unlawful discrimination of persons because
25 of race, color, religious creed, national origin, ancestry, physical
handicap, medical condition, marital status, or sex of such persons.

1 8.0 APPLICABLE LAW. The services completed herein must meet the
2 approval of the DISTRICT'S general right of inspection to secure the
3 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
4 to comply with all federal, state and local laws, rules, regulations
5 and ordinances that are now or may in the future become applicable
6 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel
7 engaged in operations covered by this AGREEMENT or occurring out of
8 the performance of such operations.

9 9.0 ASSIGNMENT. Neither party shall subcontract or assign this
10 AGREEMENT or the performance of any of the services set forth in
11 this AGREEMENT without prior written approval of the non-assigning
12 party.

13 10.0 TERMINATION. This AGREEMENT may be terminated by
14 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
15 sixty (60) days prior written notice to the other party.

16 11.0 TOBACCO USE POLICY. In the interest of public health, the
17 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
18 use of any tobacco products are prohibited in buildings and
19 vehicles, and on any property owned, leased or contracted for by the
20 SUPERINTENDENT. Failure to abide with conditions of this policy
21 could result in the termination of this AGREEMENT.

22 12.0 NOTICES. All notices or demands to be given under this
23 AGREEMENT by either party to the other shall be in writing and given
24 either by: i) Personal service, or ii) U.S. Mail, mailed either by
25 registered or certified mail, return receipt requested, with postage
prepaid. Service shall be considered given when received if

1 registered or certified mail, return receipt requested, with postage
2 prepaid. Service shall be considered given when received if
3 personally served or, if mailed, on the third (3rd) day after
4 deposit in any U.S. Post Office. The address to which notices or
5 demands may be given by either party may be changed by written
6 notice given in accordance with the notice provisions of this
7 section. As of the date of this AGREEMENT the addresses of the
8 parties are as follows:

9 DISTRICT: Anaheim Union High School District
501 Crescent Way
10 Anaheim, California 92801
Attn: _____

11 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
12 P. O. Box 9050
13 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey
14

15 13.0 SEVERABILITY. If any term, condition or provision of this
16 AGREEMENT is held by a court of competent jurisdiction to be
17 invalid, void, or unenforceable, the remaining provisions will
18 nevertheless continue in full force and effect and shall not be
19 affected, impaired or invalidated in any way.

20 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
21 shall be governed by the laws of the State of California, with venue
22 in Orange County, California.

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IN WITNESS WHEREOF, the Parties hereto have caused this
AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: _____

AUHSD-Internet (35134) 2010-2013

Third Party Claims Administration Agreement

Property & Liability and Student Accident Insurance Programs

THIS AGREEMENT made and entered into February 1, 2010 by and between ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter called "DISTRICT" and Claim Retention Services Inc., hereinafter called "TPA".

WHEREAS, Government Code Section 53060 authorizes public agencies to contract with specially trained, experienced, and competent persons for the furnishing to said agencies of special services and advice in financial, economic, accounting, engineering, legal or administrative matters to pay said persons for said services and said advice;

WHEREAS, TPA is specially trained, experienced, and competent in administering Self-Insurance Service Programs;

WHEREAS, the DISTRICT desires to contract with TPA for the performance of professional services related to this program as more fully described herein.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein, and the performance of the acts hereinafter set forth, the parties hereto agree as follows:

I. GENERAL

- A. TPA agrees to supervise and administer the Property and Liability Claims Program for the DISTRICT and shall act as its representative in connection with the investigation, adjustment, processing, supervision and resolution of property damages and general liability, automobile liability and errors and omissions liability claims and potential claims for money damages asserted by third parties against the

DISTRICT which are premised upon allegations of negligent or careless acts or omissions or conduct for which the DISTRICT is alleged to be legally responsible.

TPA agrees to provide DISTRICT, during the term of this Agreement, all the services more particularly set forth hereinafter.

- B. TPA agrees to supervise and administer the Student Accident Insurance Program for the DISTRICT and shall act as its representative in connection with the investigation, adjustment, processing, supervision and resolution of student accident claims asserted by third parties against the DISTRICT. TPA agrees to provide DISTRICT, during the term of this Agreement, all the services more particularly set forth hereinafter.
- C. In the performance of the services provided for herein, TPA shall use its best efforts without any guarantee as to the ultimate outcome of any claim adjusted, investigated, processed, supervised or resolved by TPA.

II. INVESTIGATIVE SERVICES

- A. TPA agrees to provide investigative services as follows:
 - 1. Receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims.
 - 2. Initiate investigation of such accidents, incidents, claims or cases, where nature of the claim warrants such investigation or when requested by DISTRICT; such investigation to include contact with claimant, witnesses, employees of DISTRICT, and other such investigative services necessary to determine liability and damages, but not to include extraordinary

professional services as set forth in subsection "B". DISTRICT shall make available to TPA all employees of DISTRICT who are witnesses to an incident or accident or who have knowledge of the event or incident which is the subject matter of the claim. If available, DISTRICT shall provide TPA with photographs and engineering drawings or other descriptive material of all conditions of DISTRICT property which are alleged to be dangerous or that were damaged in the events which produce the claim under investigation.

The investigative facilities of TPA shall be limited in scope and directed at determining the probable liability or lack thereof of DISTRICT. All additional investigations that may be required shall be construed as extraordinary professional services as set forth in subsection "B" herein.

B. Allocated Expenses and Additional Investigative Expenses:

DISTRICT agrees to pay for the cost of extraordinary investigative services where expert and professional assistance is required, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of TPA, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation.

III. ADJUSTMENT SERVICES

TPA agrees to provide complete adjustment services on each accident or incident which is

or may be the subject of a property or liability claim. Such services shall include:

- A. The maintenance of a file on each potential or actual claim reported to TPA.
- B. Periodic review and adjustment of reserves on all open claims.
- C. Whenever investigation results in a determination that DISTRICT sustained a liability to a third party, TPA shall process any such claim or potential claim for settlement in accordance with instructions and policies of DISTRICT for settlement of such claims.
- D. Notification of DISTRICT'S primary and excess coverage providers of all claims which exceed DISTRICT'S retention and maintenance of liaison between the coverage providers and the DISTRICT on matters affecting the adjustment of such claims and seek reimbursements for loss in excess of retention or deductible.
- E. Subrogation on the DISTRICT'S behalf against any party responsible or partially responsible for loss incurred by DISTRICT.
- F. Recommendation of rejection of claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.
- G. Obtain Release Agreements on settlements of any claims or potential claims as appropriate, unless district requests otherwise.

IV. ADMINISTRATIVE SERVICES

TPA agrees to provide the following administrative services:

- A. Provide DISTRICT, during the term of this Agreement, a tabulated Monthly Status Report on all active claims during the term of this Agreement, indicating the status

of each reported claim assigned to TPA, the details of each claim, the payments during the month and the reserve status.

- B. Establish a bank account from which claims are paid. The TPA will provide copies of checks and a machine-tabulated account of all such expenditures. The DISTRICT will reimburse said account on a monthly basis in the amount the account is depleted.

V. ASSIGNMENT

TPA shall not assign or delegate this Agreement, nor any part thereof, without the DISTRICT'S consent.

VI. PERIOD OF AGREEMENT

This Agreement is for a period of 12 months commencing at 12:01 A.M., February 1, 2010, and ending midnight, January 31, 2011. Thereafter, it is the intention of the parties to continue this Agreement in full force and effect, subject to annual renegotiation of Section VII hereunder ("CONSIDERATION"), unless and until this Agreement is terminated by either party as hereinafter provided.

VII. CONSIDERATION

In consideration for services rendered for the Property and Liability program, DISTRICT agrees to pay TPA a fixed rate fee for the claims which occur within the self insured retention of the District in the amount of Twenty one thousand dollars, (\$21,000) for the term of this contract. Claim activity beyond the self insured retention will be billed to the

DISTRICT on a time and expense basis and then reimbursement will be requested on behalf of the DISTRICT by the TPA from the excess joint power authority. This fee includes the adjustment of claims (run off) of the current claims administrator and the newly reported claims anticipated over the term of this agreement.

The annual fee is due and payable February 1, 2010, upon receipt of invoice.

For TPA services beyond the self insured retention and investigative allocated loss expenses outlined in Section II INVESTIGATIVE SERVICES B., Allocated Expenses and Additional Investigative Expenses, the TPA charges \$65 dollars per hour, .50 cents per mile and \$2 dollars per photograph.

In consideration for services rendered for the Student Accident Insurance Program, DISTRICT agrees to pay TPA \$65 per hour on a time and expense basis for the term of this contract. This fee is for newly reported claims over the term of this agreement. The yearly fee shall not exceed three thousand dollars (\$3,000).

VIII. CANCELLATION OF AGREEMENT

This Agreement may be terminated by either party giving notice to the other, in writing, of the intention to cancel this Agreement at least sixty (60) days prior to the date of termination.

IX. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT

A. All files on each claim shall be the property of DISTRICT.

- B. In the event of termination or cancellation of the Agreement, TPA shall return all files to DISTRICT unless DISTRICT requests TPA to continue to process any file(s), which file(s) TPA will continue to process on a fee basis as negotiated.

X. HOLD HARMLESS

- A. TPA agrees to defend any legal action commenced against DISTRICT caused directly or indirectly by wrongful or negligent acts of TPA'S officers, employees, agents or others engaged by TPA; and indemnify DISTRICT against any liability, loss, cost, or damage, including attorneys' fees, resulting therefrom.
- B. DISTRICT agrees to defend any legal action commenced against TPA caused directly or indirectly by wrongful or negligent acts of officers, employees, agents or others engaged by DISTRICT; and indemnify TPA against any liability, loss, cost or damage, including attorneys' fees resulting therefrom.

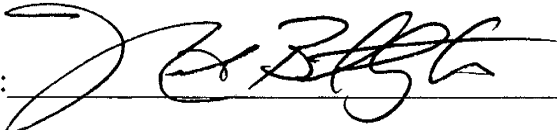
XI. INDEPENDENT CONTRACTOR

In the performance of the agreed service to DISTRICT, TPA is an independent contractor, not an employee, and DISTRICT will not provide or pay for, any benefits normally furnished to employees of DISTRICT, including but not limited to Workers' Compensation Insurance coverage, liability insurance coverage, health and accident insurance coverage, disability insurance coverage, unemployment insurance coverage or retirement benefits.

ANAHEIM UNION HIGH SCHOOL DISTRICT

BY: _____

DATE APPROVED: _____

BY:  _____

CLAIM RETENTION SERVICES, INC.

Neil Butterbaugh, President

Instructional Materials Submitted for Adoption
February 11, 2010 Board Meeting
Display Period from January 21, 2010, through February 11, 2010

Curriculum	Basic/ Suppl	Course Name/ Number	GR	Title	Publisher
Business	Suppl	Small Learning Community Multimedia/Pilot	9-12	<i>Microsoft Office 2007 Introductory Concepts and Techniques</i> by Gary Shelly, Thomas Cashman, Misty Vermaat	Thomson Course Technology
English Language Arts	Suppl	English Language Arts/ Course #1505, 1510, 1520, 1525, 1535, 1550	9-12	<i>Rash</i> by Pete Hautman	Simon Pulse
English Language Arts	Suppl	English Language Arts/ Course #1505, 1510, 1520, 1525, 1535, 1550	9-12	<i>Feed</i> by M. T. Anderson	Candlewick Press
English Language Arts	Suppl	English Language Arts/ Course #1505, 1510, 1520, 1525, 1535, 1550	9-12	<i>The Bar Code Tattoo</i> by Suzanne Weyn	Scholastic, Inc.
Business	Suppl	Small Learning Community Multimedia/Pilot	9-12	<i>Performing with Microsoft Office 2007</i> by Iris Blanc and Cathy Vento	Course Technology/ Cengage Learning
Business	Suppl	Small Learning Community Multimedia/Pilot	9-12	<i>Microsoft Office 2007 Advanced Concepts and Techniques</i> by Gary Shelly, Thomas Cashman, Misty Vermaat	Course Technology/ Cengage Learning

**Instructional Materials Submitted for Adoption
February 11, 2010 Board Meeting**

Display Period from January 21, 2010, through February 11, 2010

Curriculum	Basic/ Suppl	Course Name/ Number	GR	Title	Publisher
Business	Suppl	Small Learning Community Multimedia/Pilot	9-12	<i>Century 21 Computer Applications and Keyboarding</i> by Jack P. Hoggatt, Jon A. Shank	Course Technology/ Cengage Learning
Business	Suppl	Small Learning Community Multimedia/Pilot	9-12	<i>Microsoft Office 2007 Illustrated, Premium Video Edition - Introductory</i> by Beskeen/Cram/Duffy/ Friedrichsen/Reding	Course Technology/ Cengage Learning

Quantity	Description
10	VARIOUS TABLES
3	CABINETS
33	CELL PHONES

Disposal of Obsolete Unrepairable Computer Equipment

Quantity	Type of Equipment
44	COMPUTERS (CPU'S)
72	MONITORS
1	PRINTER

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2010

FROM 01/12/2010 TO 02/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D64A0242	SCHOOL SERVICES OF CALIFORNIA	3,120.00	3,120.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL
D64A0243	HARLAND TECHNOLOGY SERVICES	1,780.00	1,780.00	0140380510 5610	SO/TITLE I ARRA/INSTR / REPAIRS/MAINT - O/S
D64A0244	HARLAND TECHNOLOGY SERVICES	1,780.00	1,780.00	0138000010 4310	BALL/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64A0245	ROSSIER PARK HIGH SCHOOL	45,230.00	45,230.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
D64A0246	PARENT INSTITUTE FOR QUALITY	10,500.00	10,500.00	0138380610 5805	BALL/TITLE I-ARRA/PARENTNG/INS /
D64A0247	COURTYARD BY MARRIOTT CYPRESS	1,892.37	1,892.37	0128141021 5210	WASC / TRAVEL AND CONFERENCE
D64A0248	ALPHA DECOR AND PAINTING INC	77,000.00	77,000.00	1431703081 5610	BR/DM PAINTING/M & O / REPAIRS/MAINT - O/S
D64C0166	DHK PLUMBING AND PIPING	2,000.00	2,000.00	0128239081 5610	CY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
D64C0170	ABE'S PLUMBING	800.00	800.00	0100906081 5610	ITT BUILDING/ M & O / REPAIRS/MAINT - O/S
D64C0171	CINTAS FIRE PROTECTION	1,950.00	850.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			550.00	0142230081 5610	OXFORD/GENERAL/MO / REPAIRS/MAINT - O/S
			550.00	0144230081 5610	LEX/GENERAL/MO / REPAIRS/MAINT - O/S
D64C0172	CART MAN INC, THE	751.88	751.88	0132131081 4347	OR/CUSTODIAL/MO / OPERATIONS SUPPLIES -
D64C0175	ALL COUNTY ENVIRONMENTAL INC.	1,190.00	1,190.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
D64C0181	ULINE	1,338.00	1,338.00	0120000081 4347	ANAHEIM/MO / OPERATIONS SUPPLIES - MISC
D64R1188	DEPARTMENT OF INDUSTRIAL RELAT	26,581.62	26,581.62	6800680060 5811	WORKERS COMP/ENTERP / ADMIN FEE - WORKERS
D64R1189	J AND A FENCE	2,295.00	2,295.00	0120232081 5610	MAINT-FENCE/MO / REPAIRS/MAINT - O/S
D64R1190	FOLLETT LIBRARY RESOURCES	1,002.09	1,002.09	0138381010 4210	BALL/ECIA1/INSTR / BOOKS AND REFERENCE
D64R1191	GUNTHER, ROBERT	535.20	535.20	0100000010 3408	GEN FUND/INSTR / H & W ABATEMENT
D64R1192	M.P. SOUTH INC	1,425.00	1,425.00	0149230081 5610	GLOVER/GEN MAINT/MO / REPAIRS/MAINT - O/S
D64R1193	WESTERN STATE DESIGN INC	360.00	360.00	0128140027 5610	CY/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
D64R1194	ALVARADO PAINTING, A	290.00	290.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
D64R1195	ALVARADO PAINTING, A	650.00	650.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
D64R1196	ALVARADO PAINTING, A	600.00	600.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S

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D64R1197	ALVARADO PAINTING, A	533.00	533.00	0132237081 5610	OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
D64R1198	KREY, RICK	1,000.00	1,000.00	0172177072 5230	RISK MANAGEMENT / REIMBURSABLE EXP
D64R1199	TCI	1,050.76	1,050.76	0120405010 4310	TRANSP GRANT/INSTR / INSTRUCTIONAL MATL &
D64R1200	C.A.S.H.	707.00	707.00	0156156072 5310	FACILITIES/GENL ADM / DUES AND MEMBERSHIPS
D64R1201	THOMAS M. MEZA COMPANY	14,749.00	14,749.00	1424703581 5610	LO/DM PLUMBING/M&O / REPAIRS/MAINT - O/S
D64R1202	SIGN A RAMA	146.78	146.78	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
D64R1203	SCHOLASTIC BOOK CLUBS INC.	105.27	105.27	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
D64R1204	ANAHEIM BAND INSTRUMENTS INC	1,087.51	287.51	0132025040 4310	OR/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
			150.00	0132592510 4310	OR/COLLEGE PARK/INSTR / INSTRUCTIONAL MATL
			650.00	0132592510 4410	OR/COLLEGE PARK/INSTR / EQUIPMENT -
D64R1205	ANAHEIM BAND INSTRUMENTS INC	110.00	110.00	0132000010 4310	OR/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64R1206	BORDERS EXPRESS #0435	551.53	110.30	0134000010 4210	WA/INSTR / BOOKS AND REFERENCE MATERIAL
			441.23	0134591510 4210	WA/LOCAL GRANT/GIFTS / BOOKS AND
D64R1207	B AND H PHOTO VIDEO INC	5,427.51	1,101.43	0124393010 4310	LOARA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			4,326.08	0124393010 4410	LOARA/VEA-2B/INSTR / EQUIPMENT -
D64R1208	PROMAC IMAGE SYSTEMS	663.00	663.00	0119283039 5610	SYS/OTHER PUPIL / REPAIRS/MAINT - O/S
D64R1209	GOV CONNECTION	565.08	423.81	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
			141.27	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
D64R1210	CDW GOVERNMENT INC.	119.63	119.63	0146163027 4320	CDS/SCHOOL ADMIN / OTHER OFFICE/MISC
D64R1211	SOUTHWEST SCHOOL AND OFFICE SU	187.92	187.92	0138032010 4310	BALL/GEN SCI/INSTR / INSTRUCTIONAL MATL &
D64R1213	PERLMUTTER PURCHASING POWER	1,493.15	1,493.15	0138381010 4310	BALL/ECIA1/INSTR / INSTRUCTIONAL MATL &
D64R1214	WRAP ONE SIGNS	448.05	448.05	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
D64R1215	STAPLES ADVANTAGE	75.58	75.58	0137381010 4310	SY/ECIA1/INSTR / INSTRUCTIONAL MATL &
D64R1216	ANDERSON'S SCHOOL SPIRIT	689.05	689.05	0137381010 4310	SY/ECIA1/INSTR / INSTRUCTIONAL MATL &
D64R1217	COVER ONE	1,560.85	261.29	0121001024 4310	LIBRARY / INSTRUCTIONAL MATL & SUPPLIES

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D64R1217	*** CONTINUED ***				
D64R1218	IDENTICARD SYSTEMS WORLDWIDE I	3,088.50	1,544.25 1,544.25	0121001024 4410 0104104072 4410 0105105072 4410	LIBRARY / EQUIPMENT - NON-CAPITALIZED CERT HR/GENL.ADM / EQUIPMENT - CLASS HR/GENL.ADM / EQUIPMENT -
D64R1219	CASBO PROFESSIONAL DEVELOPMENT	237.00	237.00	0106106072 5310	BUSINESS/GENL.ADM / DUES AND MEMBERSHIPS
D64R1220	COUNTY OF ORANGE	1,584.00	1,584.00	0172162010 5610	ADMIN/SAFETY/INSTR / REPAIRS/MAINT - O/S
D64R1221	HILLYARD FLOOR CARE SUPPLY	3,841.27	3,841.27	0135025040 4410	DALE/ANCIL / EQUIPMENT - NON-CAPITALIZED
D64R1223	KEENAN ASSOCIATES	8,000.00	8,000.00	6800680060 5811	WORKERS COMP/ENTERP / ADMIN FEE - WORKERS
D64R1224	ORANGE COUNTY TRANSIT AUTHORIT	1,797.00	1,797.00	0100322010 5880	ARRA HOMELESS CHILDREN & YOUTH / OTHER
D64R1225	MILLIKAN HIGH SCHOOL LB ROP	850.00	850.00	0142393010 5210	OXFORD/VEA-2B/INSTR / TRAVEL AND
D64R1226	MILLIKAN HIGH SCHOOL LB ROP	850.00	850.00	0124393010 5210	LOARA/VEA-2B/INSTR / TRAVEL AND
D64R1227	REGISTRATIONS FOR YOU	410.00	410.00	0120487010 5210	MULTIMEDIA COMPUTER TECH/INST / TRAVEL
D64R1228	REGISTRATIONS FOR YOU	1,065.00	1,065.00	0120405010 5210	TRANSP GRANT/INSTR / TRAVEL AND
D64R1229	REGISTRATIONS FOR YOU	1,420.00	1,420.00	0120487010 5210	MULTIMEDIA COMPUTER TECH/INST / TRAVEL
D64R1230	ABE'S PLUMBING	690.00	690.00	0150239081 4410	ADMIN/PLUMB/MO / EQUIPMENT -
D64R1231	BEST CONTRACTING SERVICES INC.	8,555.00	8,555.00	0138241081 5610	BALL/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
D64R1232	ADT SECURITY SYSTEMS	1,384.02	1,384.02	0150230081 5620	ADMIN/GENERAL/MO / RENTALS/OPERATING
D64R1233	LEXINGTON JUNIOR HIGH SCHOOL	4,000.00	4,000.00	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1234	CITY OF ANAHEIM	467.71	467.71	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
D64R1235	ALVARADO PAINTING, A	375.00	375.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
D64R1236	BROOKS INSTALLATIONS	1,750.00	1,750.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
D64R1237	LATHEM TIME COMPANY	1,955.47	1,955.47	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE
D64R1238	FISHER SCIENCE EDUCATION	745.37	745.37	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1239	LIBRARY VIDEO COMPANY	104.66	104.66	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &

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D64R1240	DALE JUNIOR HIGH ASB	530.00	530.00	0135028040 5810	DALE/ANCILLARY / NON-INSTRUCTIONAL PROF
D64R1241	PEOPLES EDUCATION	383.52	383.52	0123025040 4310	SA/ASB/ANCIL / INSTRUCTIONAL MATL &
D64R1242	GOV CONNECTION	179.76	151.01	0147140027 4320	HOPE/SCHOOL ADMINISTRATION / OTHER
			28.75	0147256511 4321	MULTI HDCP/SE SEP CL/SEV / INSTR MATL &
D64R1243	STAPLES ADVANTAGE	279.11	279.11	0140000031 4320	SOUTH/GUID / OTHER OFFICE/MISC SUPPLIES
D64R1244	PERLMUTTER PURCHASING POWER	1,578.76	1,578.76	0138381010 4310	BALL/ECIA1/INSTR / INSTRUCTIONAL MATL &
D64R1245	OCDE	505.00	505.00	0132592510 5880	OR/COLLEGE PARK/INSTR / OTHER OPERATING
D64R1246	PERLMUTTER PURCHASING POWER	221.11	221.11	0125011010 4310	KA/WORLD LNG/INSTR / INSTRUCTIONAL MATL &
D64R1247	STAPLES ADVANTAGE	243.94	243.94	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &
D64R1248	SUPPLYMASTER	191.17	191.17	0132140027 4320	OR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
D64R1249	GOV CONNECTION	452.92	452.92	0124002010 4310	LO/BUS ED/INSTR / INSTRUCTIONAL MATL &
D64R1250	FLINN SCIENTIFIC FOUNDATION	345.78	345.78	0121032010 4310	WESTERN/BIOLOGY/INSTR / INSTRUCTIONAL
D64R1251	CADA CENTRAL	550.00	550.00	0128025040 5210	CY/ASB/ANCIL / TRAVEL AND CONFERENCE
D64R1252	STAPLES ADVANTAGE	698.64	698.64	0147140027 4320	HOPE/SCHOOL ADMINISTRATION / OTHER
D64R1253	STAPLES ADVANTAGE	558.67	558.67	0144025040 4310	LEX/ASB/ANCIL / INSTRUCTIONAL MATL &
D64R1254	STAPLES ADVANTAGE	1,207.18	1,207.18	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1255	SUPPLYMASTER	221.88	221.88	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1256	SUPPLYMASTER	139.74	139.74	0153381021 4320	SP PR ADM/ECIA1/SUPV INST / OTHER OFFICE/MISC
D64R1257	BGM SIGNS	45.00	45.00	0137381010 4310	SY/ECIA1/INSTR / INSTRUCTIONAL MATL &
D64R1258	PARADISE FLOWERS	271.29	271.29	1181611027 4320	ADULT/SCH ADM / OTHER OFFICE/MISC SUPPLIES
D64R1259	PERLMUTTER PURCHASING POWER	551.37	551.37	0121004010 4310	WESTERN/ENGLISH/INSTR / INSTRUCTIONAL
D64R1260	PERLMUTTER PURCHASING POWER	250.13	250.13	0147257011 4312	SEVER HDCP/SE SEP CL/SEV / INSTR MATLS &
D64R1261	SUPPLYMASTER	421.20	421.20	0120252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
D64R1262	OFFICE DEPOT	403.18	403.18	0127261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL

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D64R1263	PERLMUTTER PURCHASING POWER	205.54	205.54	0144032010 4310	LEX/GEN SCI/INSTR / INSTRUCTIONAL MATL &
D64R1264	OFFICE DEPOT	489.26	489.26	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1265	AWARDS BY PAUL	1,716.94	1,716.94	0120405010 4310	TRANSP GRANT/INSTR / INSTRUCTIONAL MATL &
D64R1266	STAPLES ADVANTAGE	22.84	22.84	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC
D64R1267	PERLMUTTER PURCHASING POWER	254.48	254.48	0144017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
D64R1268	VARITEK	175.04	175.04	0120140027 5610	ANAHEIM/SCH ADM / REPAIRS/MAINT - O/S
D64R1269	BLICK ART MATERIALS	1,200.88	1,200.88	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL &
D64R1271	PERLMUTTER PURCHASING POWER	1,327.85	1,327.85	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1272	ENGINEERED STORAGE SYSTEMS INC	1,806.00	900.00	0121025040 4320	ASB/ANCIL / OTHER OFFICE/MISC SUPPLIES
			906.00	0121230081 4410	WESTERN/GENERAL/MO / EQUIPMENT -
D64R1273	PINPOINT MARKETING	262.13	262.13	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1274	YAMAHA GOLF CARS OF CALIFORNIA	414.08	414.08	0132000081 5610	OR/MO / REPAIRS/MAINT - O/S SERVICES
D64R1275	STAPLES ADVANTAGE	342.56	342.56	0137140010 4310	SY/SCHOOL ADMIN/INSTR / INSTRUCTIONAL
D64R1276	GUNTHERS ATHLETIC SERVICE	8,758.38	8,758.38	0120028081 5630	ANAHEIM/ATHLETIC/FIELDMN SUPP /
D64R1277	GCC TECHNOLOGIES INC	141.98	141.98	0132257511 4310	EMOTION DISTRB/SE SEP CL/SEV /
D64R1278	SCHOOL SPACE SOLUTIONS	563.80	563.80	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1279	STAPLES ADVANTAGE	1,210.39	1,210.39	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
D64R1280	STAPLES ADVANTAGE	693.28	346.64	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
			346.64	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
D64R1281	DISNEY EDUCATIONAL PRODUCTIONS	204.66	204.66	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1282	B AND H PHOTO VIDEO INC	1,192.99	541.58	0124393010 4320	LOARA/VEA-2B/INSTR / OTHER OFFICE/MISC
			651.41	0124393010 4410	LOARA/VEA-2B/INSTR / EQUIPMENT -
D64R1283	TEACHER'S DISCOVERY	615.49	615.49	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1285	ACORN MEDIA	125.76	125.76	0132252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
D64R1286	TEACHER DIRECT	103.28	103.28	0132252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL

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D64R1287	OFFICE DEPOT	142.68	142.68	0132037010 4310	OR/SOC SCI/INSTR / INSTRUCTIONAL MATL &
D64R1288	ADA BADMINTON AND TENNIS	1,409.38	1,409.38	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
D64R1289	JAMES PUBLISHING INC.	1,349.76	1,069.18 280.58	0119473011 4310 0119473011 4320	SYS/WORKABILITY/INSTR / INSTRUCTIONAL MATL SYS/WORKABILITY/INSTR / OTHER OFFICE/MISC
D64R1290	LRP PUBLICATIONS	1,558.94	1,558.94	0119342011 4210	SE ARRA LOCAL ASSISTANCE / BOOKS AND
D64R1291	NATIONAL PROFESSIONAL RESOURCE	1,052.96	1,052.96	0119342011 4210	SE ARRA LOCAL ASSISTANCE / BOOKS AND
D64R1292	ASCD	286.14	286.14	0163456021 4310	EIALEP / SUPR INST / INSTRUCTIONAL MATL &
D64R1293	OKAPI EDUCATIONAL PUBLISHING I	109.84	109.84	0137159510 4310	SYCAMORE/ACCTS RECEIVABLE /
D64R1294	MC GRAW HILL COMPANIES	35.27	35.27	0163456021 4310	EIALEP / SUPR INST / INSTRUCTIONAL MATL &
D64R1295	PERLMUTTER PURCHASING POWER	244.69	244.69	0135473810 4310	DALE/ELAP/INSTR / INSTRUCTIONAL MATL &
D64R1296	SOUTHPAW ENTERPRISES	416.84	416.84	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64R1297	ACHIEVEMENT PRODUCTS	1,442.19	1,442.19	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64R1298	FOLLETT EDUCATIONAL SERVICES	370.27	370.27	0144000010 4110	LEX/INSTR / APPROVED TEXTS/CORE CURR MATL
D64R1299	FOLLETT EDUCATIONAL SERVICES	2,072.86	2,072.86	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
D64R1300	WEST PAYMENT CENTER	99.35	99.35	0119283021 4210	SYS/SUPV INST / BOOKS AND REFERENCE
D64R1301	MIDWEST TECHNOLOGY PRODUCTS	532.38	25.38 507.00	0144017010 4310 0144591510 4410	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL & LEX/LOC GRANT/GIFT / EQUIPMENT -
D64R1302	INDEPENDENT LIVING AIDS	126.76	126.76	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV /
D64R1303	HOUGHTON MIFFLIN COMPANY	13,596.60	13,596.60	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
D64R1304	CALIFORNIA CONSORTIUM FOR INDE	400.00	400.00	0153393021 5210	SP PR ADM/VEA-2B/SUPV INST / TRAVEL AND
D64R1305	SOUNDTREE	31,073.05	2,492.94 5,043.14 23,536.97	0124393010 4310 0124393010 4320 0124393010 4410	LOARA/VEA-2B/INSTR / INSTRUCTIONAL MATL & LOARA/VEA-2B/INSTR / OTHER OFFICE/MISC LOARA/VEA-2B/INSTR / EQUIPMENT -
D64R1306	PEARSON EDUCATION	1,224.58	1,224.58	0124393010 4320	LOARA/VEA-2B/INSTR / OTHER OFFICE/MISC
D64R1307	SUPPLYMASTER	561.15	561.15	0122029010 4310	MA/READING/INSTR / INSTRUCTIONAL MATL &

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D64R1308	WARD'S NATURAL SCIENCE EST	410.69	410.69	0142393010 4310	OXFORD/VEA-2B/INSTR / INSTRUCTIONAL MATL &
D64R1309	STAPLES ADVANTAGE	261.30	261.30	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &
D64R1310	WARD'S NATURAL SCIENCE EST	1,353.40	1,353.40	0142393010 4310	OXFORD/VEA-2B/INSTR / INSTRUCTIONAL MATL &
D64R1311	SCHOOL SPACE SOLUTIONS	145.99	145.99	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1312	BSN SPORTS	4,906.06	1,406.06 3,500.00	0121025040 4410 0121028010 4410	ASB/ANCIL / EQUIPMENT - NON-CAPITALIZED WESTERN/ATHLET/INSTR / EQUIPMENT -
D64R1313	FOCUSED TECHNOLOGY	927.51	927.51	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1314	AMERICAN TECHNOLOGIES INC.	19,367.62	19,367.62	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
D64R1315	REGISTRATIONS FOR YOU	710.00	710.00	0153393010 5210	SP PR ADM/VEA-2B/INSTR / TRAVEL AND
D64S0188	STAPLES ADVANTAGE	16,943.25	16,943.25	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0189	L AND N UNIFORM SUPPLY	872.12	872.12	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0190	WEST LITE SUPPLY CO INC	2,131.50	2,131.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0191	PIONEER CHEMICAL CO	1,511.63	1,511.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0192	SOUTHWEST PLASTIC BINDING CO	1,040.74	1,040.74	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0193	STAPLES ADVANTAGE	796.05	796.05	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0194	ROYAL CORPORATION	344.52	344.52	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0195	BREWER QUILTING AND SEWING SUP	336.10	336.10	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0196	CHAMPION CHEMICAL CO.	4,285.62	4,285.62	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0197	UNISOURCE	25,052.09	25,052.09	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0198	PIONEER CHEMICAL CO	2,401.20	2,401.20	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0199	GRAINGER	142.59	142.59	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0200	JEYCO PRODUCTS INC	687.88	687.88	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0201	PLUMBMASTER	78.42	78.42	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0202	B AND K ELECTRIC WHOLESALE	328.43	328.43	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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D64S0203	NASCO MODESTO	1,211.37	1,211.37	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0204	CERTIFIED ART SUPPLY	895.24	895.24	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0205	CONTINENTAL CHEMICAL AND SANIT	201.23	201.23	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0206	PIONEER CHEMICAL CO	175.53	175.53	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0207	GORM INC	102.77	102.77	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0208	WAXIE SANITARY SUPPLY	2,343.21	2,343.21	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0209	GALE SUPPLY CO	311.25	311.25	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64T0139	GENESIS GLOBAL INC.	1,239.75	1,239.75	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
D64T0140	PERLMUTTER PURCHASING POWER	1,333.28	1,333.28	0137381010 4320	SY/ECIA1/INSTR / OTHER OFFICE/MISC SUPPLIES
D64T0141	TROXELL COMMUNICATIONS INC	564.41	564.41	0123381010 4410	SA/TITLE I/INSTR / EQUIPMENT -
D64T0142	RENAISSANCE LEARNING INC	1,333.07	1,333.07	0123381010 4410	SA/TITLE I/INSTR / EQUIPMENT -
D64T0143	PERLMUTTER PURCHASING POWER	411.08	411.08	0138032010 4310	BALL/GEN SCI/INSTR / INSTRUCTIONAL MATL &
D64T0144	KAGAN COOPERATIVE LEARNING	71.08	71.08	0140381010 4309	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATLS -
D64T0145	CDW GOVERNMENT INC.	2,004.51	67.34	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
			1,937.17	0140381010 5880	SOUTH/ECIA1/INSTR / OTHER OPERATING
D64T0146	PERLMUTTER PURCHASING POWER	923.29	396.94	0115115021 4310	EDUCATION/SUPV INST / INSTRUCTIONAL MATL &
			526.35	0115115021 4410	EDUCATION/SUPV INST / EQUIPMENT -
D64T0147	RENAISSANCE LEARNING INC	8,541.45	8,541.45	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
D64T0148	TROXELL COMMUNICATIONS INC	1,693.24	1,693.24	0124456010 4410	LOARA/EIALEP/INSTR / EQUIPMENT -
D64T0149	SEHI COMPUTER PRODUCTS	279.05	279.05	0137456010 4310	SY/EIALEP/INSTR / INSTRUCTIONAL MATL &
D64T0150	TROXELL COMMUNICATIONS INC	3,764.93	378.45	0120381010 4310	ANAHEIM/ECIA1/INSTR / INSTRUCTIONAL MATL &
			3,386.48	0120381010 4410	ANAHEIM/ECIA1/INSTR / EQUIPMENT -
D64T0151	SEHI COMPUTER PRODUCTS	133.51	133.51	0121591510 4310	WESTERN/LOCAL GRANTS/GIFT / INSTRUCTIONAL
D64T0152	SEHI COMPUTER PRODUCTS	307.33	307.33	0121591510 4310	WESTERN/LOCAL GRANTS/GIFT / INSTRUCTIONAL
D64T0153	PERLMUTTER PURCHASING POWER	172.91	172.91	0121024010 4310	WESTERN/MATH/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2010

FROM 01/12/2010 TO 02/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D64T0154	PERLMUTTER PURCHASING POWER	216.41	216.41	0144000024 4315	LEX/L M T / LIBRARY/MEDIA/TECH SUPPLIES
D64T0155	HP DIRECT	24,907.02	2,414.26 22,492.76	0120487010 4310 0120487010 4410	MULTIMEDIA COMPUTER TECH/INST / MULTIMEDIA COMPUTER TECH/INST / EQUIPMENT
D64T0156	SEHI COMPUTER PRODUCTS	1,200.60	34.80	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64T0157	HP DIRECT	1,160.96	1,165.80	0144591510 4410	LEX/LOC GRANT/GIFT / EQUIPMENT -
D64T0158	SERVER SUPPLY INC	195.75	1,160.96	0144591510 4410	LEX/LOC GRANT/GIFT / EQUIPMENT -
D64T0159	HP DIRECT	1,195.76	195.75	0132000010 4310	OR/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64T0160	SEHI COMPUTER PRODUCTS	390.42	120.81	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64T0161	SEHI COMPUTER PRODUCTS	1,594.99	1,074.95	0144591510 4410	LEX/LOC GRANT/GIFT / EQUIPMENT -
D64T0162	SEHI COMPUTER PRODUCTS	148.05	390.42	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
D64T0163	SINGIN AND SIGNIN LLC	705.79	38.06	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64T0164	QWIZDOM INC.	2,738.33	1,556.93	0144591510 4410	LEX/LOC GRANT/GIFT / EQUIPMENT -
D64T0165	RENAISSANCE LEARNING INC	7,256.11	148.05	0125251011 4310	COMM HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
D64T0166	WORDS+	4,422.45	705.79	0137456010 5880	SY/EIALEP/INSTR / OTHER OPERATING EXPENSES
D64T0167	RENAISSANCE LEARNING INC	249.00	508.95	0144473810 4310	LEX/ELAP/INSTR / INSTRUCTIONAL MATL &
D64T0168	CDW GOVERNMENT INC.	1,312.49	2,229.38	0144473810 4410	LEX/ELAP/INSTR / EQUIPMENT -
D64T0169	TROXELL COMMUNICATIONS INC	1,128.83	7,256.11	0132456010 4320	OR/EIALEP/INSTR / OTHER OFFICE/MISC SUPPLIES
D64X0482	SAVANNA HIGH SCHOOL	7,500.00	144.64	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64X0483	SMART AND FINAL IRIS CO	750.00	4,277.81	0119283011 4410	SYS/INSTR / EQUIPMENT - NON-CAPITALIZED
			249.00	0125381010 5880	KA/ECIA1/INSTR / OTHER OPERATING EXPENSES
			213.27	0140017010 4309	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATLS -
			337.98	0140017010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
			761.24	0140017010 4410	SO/INDUS TECH/INSTR / EQUIPMENT -
			1,128.83	0122381010 4410	MA/ECIA1/INSTR / EQUIPMENT -
			7,500.00	0123028040 5810	SA/ATHLET/ANCILL / NON-INSTRUCTIONAL PROF
			750.00	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2010

FROM 01/12/2010 TO 02/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D64X0484	J.W. PEPPER AND SON INC.	1,400.00	400.00	0132008010 4310	OR/VOC MUSIC/INSTR / INSTRUNCTIONAL MATL &
			1,000.00	0132592510 4310	OR/COLLEGE PARK/INSTR / INSTRUNCTIONAL MATL
D64X0485	J.W. PEPPER AND SON INC.	1,800.00	1,800.00	0121007010 4310	WESTERN/INS MUS/INSTR / INSTRUNCTIONAL MATL
	Fund 01 Total:	394,393.73			
	Fund 11 Total:	271.29			
	Fund 14 Total:	91,749.00			
	Fund 68 Total:	34,581.62			
	Total Amount of Purchase Orders:	520,995.64			

Purchase Orders - Detail

Anaheim School Dist/Food Services

1/12/2010 12:04:50 PM

Vendor Name	PO Number	P.O. Date	Date Needed	Customer Account No.	Use Vendor Numbers
ARROW RESTAURANT EQUIPMENT	23923	12/17/2009	12/30/2009	6500	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost Extended Cost
1	1	Inv 6923	Lake #243, Utility Cart		\$5,382.38 \$5,382.38
				Sales Tax:	\$0.00
				P.O. Total:	\$5,382.38
				Vendor Total:	\$5,382.38
OFFICE DEPOT BUSINESS SERVICES	23932	12/16/2009	12/23/2009	4300	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost Extended Cost
1	1	Conf #501739	Planners, Stinger, Gm pads		\$80.81 \$80.81
				Sales Tax:	\$0.00
				P.O. Total:	\$80.81
				Vendor Total:	\$80.81
L & M CONSTRUCTION/MARTIN MOORE	23935	1/4/2010	1/12/2010	5600	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost Extended Cost
1	1	Inv 817854	Remove door from outside cooler, repair		\$1,602.32 \$1,602.32
				Sales Tax:	\$0.00
				P.O. Total:	\$1,602.32
				Vendor Total:	\$1,602.32
AMERIPAK	23925	12/10/2009	1/8/2010	6500	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost Extended Cost
1	1	Q48548	w/specifications and options		\$58,405.00 \$58,405.00
				Sales Tax:	\$5,110.44
				P.O. Total:	\$63,515.44
				Vendor Total:	\$63,515.44

Show all data where the Order Date is between 12/1/2009 and 1/11/2010

January 12, 2010 - February 1, 2010

ANAHEIM UHSD 02/01/10 Vendor Check Register Page 1
 MON, FEB 01, 2010, 4:21 PM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 10518159 #J698--prog: CK517 <1.01>---report id: CKRECSOC

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AT AND T MCI	V6406157	5918	508.06	508.06	00084864V7500858
PERLMUTTER PURCHASING	V6409934	4410	905.11	905.11	00084865
AARDVARK CLAY AND SUP	V6400035	4310	21.92	21.92	00084866
ARAMARK UNIFORM SERVI	V6407528	4320	42.43	42.43	00084867
BELL, JOVON AND PATRI	V6410274	5850	1,514.48	1,514.48	00084868
CITY OF ANAHEIM	V6400957	5520	140,399.93	166,398.43	00084869
		5530	12,343.40		
		5580	13,655.10		
CRESCENT CORP. CENTER	V6407486	5810	1,658.43	1,658.43	00084870
HEILIGENTHALER, STACE	V6409191	5220	157.58	157.58	00084871
RELIABLE ELEVATOR INC	V6409886	5610	4,860.00	4,860.00	00084872
SESKY, JEANNE	V6409002	5220	195.80	195.80	00084873
AT AND T	V6400374	5918	35.10	35.10	00084874
ICS SERVICE CO	V6406452	5620	30.00	30.00	00084875
KOCE TV FOUNDATION	V6407920	5805	400.00	400.00	00084876
POOL SUPPLY OF ORANGE	V6403700	4347	358.09	358.09	00084877
RECORDED BOOKS INC	V6403863	4310	5,431.67	5,431.67	00084878
REGAL AWARDS	V6403875	4320	39.42	39.42	00084879
RESEARCH PRESS	V6406052	4310	131.78	131.78	00084880
RIDDLE TV AND APPLIAN	V6406711	5610	287.10	287.10	00084881
SAN DIEGO COUNTY OFFI	V6404098	5210	160.00	160.00	00084882
SAN DIEGO COUNTY SUPE	V6405606	5210	975.00	975.00	00084883
SEHI COMPUTER PRODUCT	V6404221	4310	391.68	453.89	00084884
		4320	62.21		

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FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SHELTON, MIKE	V6403136	3701	1,059.90	1,059.90	00084885
SPICERS PAPER INC	V6404405	4320	99.28	99.28	00084886
STEINLE, CHARLES	V6410113	3701	366.20	366.20	00084887
STRAIGHT TALK CLINIC	V6404492	5810	7,533.50	7,533.50	00084888
THINK IT BY HAND	V6409892	4320	5,948.68	5,948.68	00084889
TRAFFIC CONTROL SERVI	V6404774	4310	117.88	117.88	00084890
U S POST OFFICE	V6404814	5910	185.00	185.00	00084891
WAXIE SANITARY SUPPLY	V6405008	4347	764.61	764.61	00084892
A Z PARTS SALES	V6409623	4376	364.66	364.66	00084893
ADDISON AUTO GLASS	V6408005	4370	103.31	203.31	00084894
		5610	100.00		
AICHELE, STEVEN G.	V6407891	5610	125.00	125.00	00084895
ALBA, MONICA	V6408201	5870	282.10	282.10	00084896
ALVARADO, JAMES	V6409462	5210	420.00	420.00	00084897
ANDREW'S PREMIER SAFE	V6410277	4347	155.00	155.00	00084898
ARAMARK UNIFORM SERVI	V6407528	4388	634.51	634.51	00084899
AT AND T MCI	V6406157	5918	15.30	15.30	00084900
BUS WEST	V6407892	4376	291.30	291.30	00084901
CHENLEE, JANET	V6405658	5220	25.30	25.30	00084902
CITY AUTO TOP	V6400953	5610	180.00	180.00	00084903
CITY OF ANAHEIM	V6400957	5520	12.21	12.21	00084904
CITY OF ANAHEIM	V6400957	5530	87.15	87.15	00084905
CITY OF ANAHEIM	V6400957	5880	57,825.00	57,825.00	00084906

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DAIGNAULT, KARIN	V6402510	5220	32.19	32.19	00084907
DRAKE SUPPLY COMPANY	V6406285	4375 4385	77.60 317.89	395.49	00084908
FAMILY LIFE CENTER	V6410079	5860	2,550.80	2,550.80	00084909
FIVE STAR RUBBER STAM	V6405116	4320	27.64	27.64	00084910
J AND A FENCE	V6409989	5610	10,970.00	10,970.00	00084911
JACOBSON, BEATRIZ	V6410058	5210	618.13	618.13	00084912
KAM, GLORIA	V6410057	5210	660.02	660.02	00084913
KELLY, JANE	V6402254	5220	68.15	68.15	00084914
KRUEGER, CELESTE	V6409442	5220	47.03	47.03	00084915
MORRIS, KATHY	V6402537	5220	105.05	105.05	00084916
NEW HAVEN YOUTH AND F	V6407247	5860	1,928.87	1,928.87	00084917
PEARSON EDUCATION	V6403609	4210	678.67	678.67	00084918
PEOPLES EDUCATION	V6403630	4210 4310	1,598.02 1,598.01	3,196.03	00084919
PRESTWICK HOUSE	V6403742	4310	98.97	98.97	00084920
REVOLVING CASH FUND	V6405189	4320 4390 5210 5850 5880 5910	43.00 939.36 698.04 1,800.00 899.00 516.70	4,896.10	00084921
ROSS AND FRANKLIN	V6406767	4320	555.38	555.38	00084922
S AND J CHEVROLET	V6404050	4370 4385	154.77 90.46	245.23	00084923
SAN DIEGO COUNTY OFFI	V6404098	5210	80.00	80.00	00084924

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SAN DIEGO COUNTY SUPE	V6405606	5210	10.00	10.00	00084925
SCHOOL BUS PARTS	V6404157	4375 4385	475.69 474.97	950.66	00084926
SEHI COMPUTER PRODUCT	V6404221	4310	1,285.02	1,285.02	00084927
SKS INC	V6404058	4384	1,920.80	1,920.80	00084928
SMART AND FINAL	V6404304	4310	838.80	838.80	00084929
STATER BROS	V6407496	4310	13.26	13.26	00084930
SUPERIOR CART SERVICE	V6408108	5610	259.33	259.33	00084931
TELL STEEL	V6404633	4376	289.43	289.43	00084932
UNION AUTO SERVICE CE	V6404840	4370 5610	386.94 640.00	1,026.94	00084933
UNITRAX INC	V6404858	4376	137.16	137.16	00084934
WESTRUX INTERNATIONAL	V6405053	4376	125.50	125.50	00084935
WURTH USA INC	V6408563	4375 4387	45.48 308.90	354.38	00084936
*** CHECK GAP ***					
3DVINCI	V6410254	4310	241.24	241.24	00084943
ALLIANCE ENVIRONMENTA	V6400169	5610	3,169.77	3,169.77	00084944
FENN TERMITE AND PEST	V6401679	5610	2,100.00	2,100.00	00084945
FISHER SCIENCE EDUCAT	V6401697	4310	288.45	288.45	00084946
FLEET SERVICES INC	V6405625	4370 4376 4385	1,346.78 511.51 335.65	2,193.94	00084947
FLINN SCIENTIFIC FOUN	V6406221	4310	607.98	607.98	00084948
FOLLETT EDUCATIONAL S	V6401724	4210	277.45	797.82	00084949

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4310	520.37		
FOLLETT LIBRARY RESOU	V6401725	4310	795.29	1,718.54	00084950
		4315	923.25		
FREY SCIENTIFIC	V6401763	4310	3,182.46	3,182.46	00084951
GAS COMPANY, THE	V6404372	5510	868.47	868.47	00084952
GREATER ANAHEIM SELPA	V6401927	5805	10,137.90	10,137.90	00084953
KENNEDY HIGH SCHOOL	V6402571	5810	1,226.00	1,226.00	00084954
L AND N UNIFORM SUPPL	V6402628	4345	538.59	538.59	00084955
MATCO TECH	V6403024	5610	699.14	699.14	00084956
MUSEUM OF TOLERANCE	V6403225	5880	640.00	640.00	00084957
PACIFIC COAST PROPANE	V6410164	5610	3.00	3.00	00084958
REFRIGERATION SUPPLIE	V6403873	5610	660.00	660.00	00084959
RELIABLE ELEVATOR INC	V6409886	5610	210.00	210.00	00084960
SARGENT WELCH LLC	V6404124	4310	144.79	144.79	00084961
SEHI COMPUTER PRODUCT	V6404221	4310	423.04	5,199.34	00084962
		4410	4,776.30		
SILENT KNIGHT BY HONE	V6410299	5210	400.00	400.00	00084963
SMART AND FINAL IRIS	V6404306	4310	159.54	159.54	00084964
SMITH, DANIEL	V6401248	4310	10.89	10.89	00084965
SOUTHERN CALIFORNIA E	V6404370	5520	66,381.46	66,381.46	00084966
STAPLES ADVANTAGE	V6410116	9320	241.43	241.43	00084967
STATER BROS MARKET ST	V6404454	4310	61.30	61.30	00084968
STUTZ ARTIANO SHINOFF	V6408054	5821	55,356.40	55,356.40	00084969

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TRACK OUTLET	V6410255	4310	126.75	126.75	00084970
TRUWEST INC	V6405454	4310	553.77	553.77	00084971
WURTH USA INC	V6408563	4375	94.42	94.42	00084972
*** CHECK GAP ***					
ALT REV CASH FUND	V6405194	4320	108.91	108.91	00084974
ALT REV CASH FUND	V6405194	4310	82.63	82.63	00084975
ALT REV CASH FUND	V6405195	4310	353.38	843.30	00084976
		4347	137.92		
		5910	352.00		
ALT REV CASH FUND	V6405196	4310	610.84	863.92	00084977
		4320	253.08		
ALT REV CASH FUND	V6405197	4310	145.85	152.14	00084978
		5910	6.29		
ALT REV CASH FUND	V6405198	4310	107.72	195.72	00084979
		5910	88.00		
ALTERNATIVE REVOLVING	V6400190	4310	63.22	104.10	00084980
		4390	35.93		
		5910	4.95		
ANAHEIM DISPOSAL	V6400256	5580	1,252.08	1,252.08	00084981
AZENON, AMADA	V6409050	5220	110.22	110.22	00084982
CITY OF ANAHEIM	V6400957	5520	11,788.75	15,209.48	00084983
		5530	1,358.98		
		5580	2,061.75		
COLON, MELIDA DIAZ	V6409180	5220	74.80	74.80	00084984
CONTROL CONCEPT	V6410291	5610	371.90	371.90	00084985
CUMMINS CAL PACIFIC I	V6401190	5610	270.00	270.00	00084986
DEMO PLUS	V6406119	5610	2,500.00	2,500.00	00084987

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
FARMAN, JUANA	V6406999	5220	108.90	108.90	00084988
GIANNELLI ELECTRIC IN	V6401857	5610	8,405.00	8,405.00	00084989
GRACE EDUCATION CENTE	V6408592	5860	12,184.75	12,184.75	00084990
HAMMERSCHMITT, VONNA	V6410216	5220	119.86	119.86	00084991
PERLMUTTER PURCHASING	V6409934	4310	238.98	238.98	00084992
PHAM, RICK	V6406082	5220	43.18	43.18	00084993
PHAM, THUY VI	V6410217	5220	107.48	107.48	00084994
POOL SUPPLY OF ORANGE	V6403700	4347	1,515.07	1,515.07	00084995
PRINGLES DRAPERIES AN	V6405953	5610	945.62	945.62	00084996
RALPHS GROCERY CO.	V6403828	4310	153.79	153.79	00084997
REFRIGERATION SUPPLIE	V6403873	4347	861.53	861.53	00084998
ROSES ACE HARDWARE	V6404018	4310	70.22	70.22	00084999
SCHOOL SPECIALTY INC	V6404173	9320	422.56	422.56	00085000
SIRCHIE FINGER PRINT	V6410289	4320	127.44	127.44	00085001
STAPLES ADVANTAGE	V6410116	4320	2,284.06	2,284.06	00085002
STATE OF CALIFORNIA	V6404447	5610	105.00	105.00	00085003
SUPPLYMASTER	V6404538	9320	6,556.55	6,556.55	00085004
TANDUS US INC	V6401017	4355	6,487.96	6,487.96	00085005
TRYCO INC.	V6410042	4355	813.45	813.45	00085006
VARITEK	V6404909	5610	175.04	175.04	00085007
*** CHECK GAP ***					
ALVARADO PAINTING, A	V6406348	5610	7,387.00	7,387.00	00085013

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AT AND T	V6400374	5918	19.70	19.70	00085014
E.G. AIRE HEATING AND	V6409954	5610	3,400.00	3,400.00	00085015
FERGUSON ENTERPRISES	V6409823	4355	89.51	89.51	00085016
FLORENCE FILTER CORPO	V6410135	4347	2,162.35	2,162.35	00085017
FOLLETT SOFTWARE COMP	V6401726	4315	289.00	289.00	00085018
FROG ENVIRONMENTAL IN	V6407428	5610	725.00	725.00	00085019
GALE SUPPLY CO	V6401798	9320	664.47	664.47	00085020
GARY'S RADIATOR SERVI	V6401818	4370	421.69	421.69	00085021
GCR TIRE CENTERS	V6409136	4386	1,026.63	1,026.63	00085022
GOPHER SPORTS EQUIPME	V6401902	4310 4410	2,901.42 549.00	3,450.42	00085023
GOV CONNECTION	V6406748	4320 4332	196.05 191.67	387.72	00085024
GREAT AMERICA LEASING	V6407856	5620	159.34	159.34	00085025
GUNTERS ATHLETIC SER	V6401962	4310 5560	6,345.86 428.75	6,774.61	00085026
ICS SERVICE CO	V6406452	5610 5620	5,456.91 1,195.60	6,652.51	00085027
JACKSONS A S BREA	V6406346	4347	226.31	226.31	00085028
KAGAN COOPERATIVE LEA	V6402488	4310	204.58	204.58	00085029
LATHEM TIME CORP	V6409858	4355	1,811.43	1,811.43	00085030
LEONARD CHAIDEZ TREE	V6402714	4347	600.00	600.00	00085031
M.P. SOUTH INC	V6402889	5610	1,872.00	1,872.00	00085032
MATCO TECH	V6403024	5610	571.55	571.55	00085033

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MOORE MEDICAL CORP.	V6403191	4320	988.38	988.38	00085034
PITNEY BOWES	V6403677	5910 5918	5,025.39 2,474.08	7,499.47	00085035
SCHOOL SPECIALTY INC	V6404173	9320	110.07	110.07	00085036
SPORTS TUTOR INC	V6410295	4410	1,126.42	1,126.42	00085037
STATE BOARD OF EQUALI	V6404444	4381	548.57	548.57	00085038
STATE BOARD OF EQUALI	V6404444	4381	304.54	304.54	00085039
STATER BROS	V6407496	4310	81.34	81.34	00085040
STATER BROS MARKET ST	V6404454	4310	114.54	114.54	00085041
THERAPEUTIC EDUCATION	V6404702	5860	2,870.00	2,870.00	00085042
TIME AND ALARM SYSTEM	V6404729	5610	1,340.73	1,340.73	00085043
UC REGENTS	V6404826	5805	50,000.00	50,000.00	00085044
XEROX	V6405124	4320 5620	391.15 443.17	834.32	00085045
*** CHECK GAP ***					
A U H S D FOOD SERVIC	V6400023	4390	32.25	32.25	00085049
A1 FLOORING	V6400031	4355	424.00	424.00	00085050
AAA ELECTRIC MOTOR SA	V6400033	4355	353.02	353.02	00085051
ACORN MEDIA	V6400068	4310	183.79	183.79	00085052
ACOUSTICAL MATERIAL S	V6400070	4355	221.44	221.44	00085053
ACS BILLING SERVICE	V6400072	5580	3,365.12	3,365.12	00085054
ADT SECURITY SYSTEMS	V6400100	5610	466.16	466.16	00085055
ALBERTSONS STORE	V6400142	4310	33.57	33.57	00085056

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ALEKS CORPORATION	V6409330	5880	1,670.00	1,670.00	00085057
ALL AMERICAN FACILITY	V6410215	4320	671.76	671.76	00085058
AMERICA SHREDDING	V6409570	5810	69.00	69.00	00085059
AMERICAN MEDICAL AND	V6405265	9320	620.47	620.47	00085060
APPLE TEXTBOOKS	V6409340	4150	4,200.93	4,200.93	00085061
ARAMARK UNIFORM SERVI	V6407528	4320	55.08	55.08	00085062
AT AND T	V6400374	5918	45.03	45.03	00085063
AVES AUDIO VISUAL SYS	V6409487	4320	240.00	240.00	00085064
B AND H PHOTO VIDEO I	V6400422	4310	1,349.85	5,745.85	00085065
		4320	1,509.10		
		4410	2,886.90		
B AND K ELECTRIC WHOL	V6400623	4355	891.84	891.84	00085066
B AND M LAWN AND GARD	V6400423	4347	357.98	357.98	00085067
BALL JR HIGH SCHOOL	V6400433	5810	165.00	165.00	00085068
BIG D SUPPLIES	V6400508	4355	59.62	59.62	00085069
BIOMETRICS4ALL INC	V6409224	5880	21.75	21.75	00085070
BLICK ART MATERIALS	V6401357	4310	27.95	27.95	00085071
BRADLEY COMPANY, E. B	V6401456	4355	298.34	298.34	00085072
BSN SPORTS	V6400615	4320	302.81	302.81	00085073
CINTAS FIRE PROTECTIO	V6409713	5610	580.00	580.00	00085074
CITY OF ANAHEIM	V6400957	5520	29,707.13	38,414.02	00085075
		5530	3,052.37		
		5580	5,654.52		
CITY OF BUENA PARK	V6400958	5530	2,217.11	2,453.23	00085076
		5580	221.12		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CLIMATEC BUILDING TEC	V6400983	4347	4,918.63	4,918.63	00085077
CMAA	V6408834	5310	120.00	120.00	00085078
FREESTYLE PHOTOGRAPHI	V6401761	4310	512.61	512.61	00085079
GANAHL LUMBER CO	V6401804	4310	97.34	1,841.14	00085080
		4347	325.66		
		4355	729.94		
		9320	688.20		
GOLDEN STATE PAVING C	V6408228	5610	3,500.00	3,500.00	00085081
GRAINGER	V6404982	4347	390.29	675.31	00085082
		4355	285.02		
GREATER ANAHEIM SELPA	V6401927	7221	284,013.43	284,013.43	00085083
H AND H AUTO PARTS WH	V6401967	4370	621.25	1,683.62	00085084
		4376	333.16		
		4385	729.21		
HD INDUSTRIES	V6401983	4376	154.38	154.38	00085085
HOME DEPOT	V6405234	4347	3.56	1,816.34	00085086
		4355	1,812.78		
HOUGHTON MIFFLIN COMP	V6402084	4310	865.22	865.22	00085087
HOWARD INDUSTRIES	V6402088	4347	371.37	371.37	00085088
HP DIRECT	V6408671	4310	2,244.60	3,449.55	00085089
		4320	95.70		
		5880	1,109.25		
J J J FLOOR COVERING	V6402210	5610	1,275.00	1,275.00	00085090
JOHNSON CONTROLS	V6406981	4347	688.00	688.00	00085091
MAXIMUS INC.	V6405398	5810	15,000.00	15,000.00	00085092
PALOS BERGADO, LILIA	V6410219	5220	23.65	23.65	00085093

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PERLMUTTER PURCHASING V6409934		4310	717.63	2,773.01	00085094
		9320	2,055.38		
POOL SUPPLY OF ORANGE V6403700		4347	615.31	615.31	00085095
PRINGLES DRAPERIES AN V6405953		4355	291.45	291.45	00085096
REFRIGERATION SUPPLIE V6403873		4347	386.99	386.99	00085097
ROSSIER PARK HIGH SCH V6405342		5860	4,850.00	4,850.00	00085098
SEHI COMPUTER PRODUCT V6404221		4310	423.04	423.04	00085099
SHILOH TREATMENT CENT V6404266		5860	2,226.00	2,226.00	00085100
SOUTHWEST SCHOOL AND V6404383		9320	109.62	109.62	00085101
STAPLES ADVANTAGE V6410116		4310	102.77	255.02	00085102
		4320	152.25		
SUPERSHUTTLE V6409967		5880	94.00	94.00	00085103
TIME AND ALARM SYSTEM V6404729		5610	136.50	136.50	00085104
TRAK ENGINEERING INC V6407572		5610	3,177.00	3,177.00	00085105
U S BANK V6406511		4110	163.20	2,283.00	00085106
		5880	2,119.80		
WARD'S NATURAL SCIENC V6404999		4310	1,791.12	1,791.12	00085107
YELLOW CAB OF GREATER V6405135		5870	1,309.00	1,309.00	00085108
*** CHECK GAP ***					
APPLE INC V6400319		4410	4,078.12	4,078.12	00085111
CALIFORNIA SCHOOL MAN V6409922		5810	4,600.00	4,600.00	00085112
LANGUAGE NETWORK INC V6409301		5810	2,522.12	2,522.12	00085113
PARADIGM HEALTHCARE S V6403536		5810	8,132.01	8,132.01	00085114

*** CHECK GAP ***

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AAA ELECTRIC MOTOR SA	V6400033	4347	420.10	420.10	00085116
ABE'S PLUMBING	V6406307	5610	2,270.00	2,270.00	00085117
ACORN MEDIA	V6400068	4310	141.38	141.38	00085118
ADVANCED OFFICE SERVI	V6408685	5620 5880	369.99 479.44	849.43	00085119
ALL AMERICAN TROPHY E	V6400159	4310	1,305.00	1,305.00	00085120
AMERICA SHREDDING	V6409570	5810	261.00	261.00	00085121
ANAHEIM DISPOSAL	V6400256	5580	5,230.40	5,230.40	00085122
ANAHEIM UNION HIGH SC	V6400267	5454	50,393.42	50,393.42	00085123
ART SUPPLY WAREHOUSE	V6400350	4310	22.88	22.88	00085124
AUTISM PARTNERSHIP	V6409305	5860	3,866.00	3,866.00	00085125
BAVCO	V6407678	4347	279.92	279.92	00085126
BEE BUSTERS	V6400472	5610	50.00	50.00	00085127
BIOLOGIX SERVICE CORP	V6410288	4347	387.94	387.94	00085128
COMMUNICATIONS CENTER	V6401037	5610	1,929.02	1,929.02	00085129
CONSOLIDATED DISPOSAL	V6401069	5580	5,015.20	5,015.20	00085130
CONTOIS, CHRISTINE	V6410281	5220	48.13	48.13	00085131
D HAUPTMAN CO	V6405405	9320	1,522.50	1,522.50	00085132
DUNN EDWARDS PAINTS	V6401448	4355	187.32	187.32	00085133
EBERHARD EQUIPMENT	V6405532	5610	788.37	788.37	00085134
ECONOMY RENTALS INC	V6401478	5610	82.22	82.22	00085135
EMPLOYMENT DEVELOPMEN	V6406444	3501 3502	89,313.22 38,277.09	127,590.31	00085136

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
EWING IRRIGATION PROD	V6401634	4347	713.54	753.49	00085137
		4355	39.95		
EXPRESS PIPE AND SUPP	V6401644	4355	1,164.64	1,164.64	00085138
GALE SUPPLY CO	V6401798	9320	362.79	362.79	00085139
GANAHL LUMBER CO	V6401804	4347	130.66	130.66	00085140
GEARY PACIFIC SUPPLY	V6401824	4347	149.58	149.58	00085141
GENERAL INDUSTRIAL TO	V6401833	9320	711.70	711.70	00085142
GILBERT SOUTH ASB	V6407543	4310	891.00	891.00	00085143
GRAINGER	V6404982	4355	22.52	22.52	00085144
GROVE, KELLY A	V6409563	5220	42.90	42.90	00085145
HERNANDEZ, JOSE	V6408762	5870	840.00	840.00	00085146
HOME DEPOT	V6405234	4347	31.90	1,398.12	00085147
		4355	1,366.22		
HOWARD INDUSTRIES	V6402088	4355	116.40	116.40	00085148
ICS SERVICE CO	V6406452	5610	11,352.52	11,352.52	00085149
IDEAS UNLIMITED SEMIN	V6409419	5210	1,074.00	1,074.00	00085150
IMPERIAL PRODUCTS INC	V6402137	4355	5,717.36	5,717.36	00085151
INCLUSIVE EDUCATION A	V6410158	5860	2,175.00	2,175.00	00085152
INTERQUEST DETECTION	V6407530	5810	1,200.00	1,200.00	00085153
J.W. PEPPER AND SON I	V6402214	4310	224.98	224.98	00085154
LANGUAGE NETWORK INC	V6409301	5810	2,009.00	2,009.00	00085155
MC FADDEN DALE HARDWA	V6403056	4355	332.85	332.85	00085156
MCM ELECTRONICS	V6406833	4320	986.45	986.45	00085157

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MEEHAN, LACEY	V6409733	5220	57.75	57.75	00085158
NASCO MODESTO	V6403253	4310	59.99	59.99	00085159
OCDE	V6403452	5210	725.00	725.00	00085160
OFFICEMAX INCORPORATE	V6403423	4320	304.67	304.67	00085161
ORCO DOOR CLOSER SERV	V6403472	4355	699.48	699.48	00085162
PAXTON PATTERSON	V6403589	4310	354.74	354.74	00085163
PEARSON EDUCATION	V6403609	4240	778.30	778.30	00085164
PIONEER CHEMICAL CO	V6403672	9320	149.75	149.75	00085165
PIPS	V6407384	3601 3602	186,327.75 62,109.25	248,437.00	00085166
PRAXAIR	V6403719	4347	108.90	108.90	00085167
REFRIGERATION SUPPLIE	V6403873	4347	81.43	81.43	00085168
ROSES ACE HARDWARE	V6404018	4310	48.29	48.29	00085169
SCHOOL SERVICES OF CA	V6404171	5810	3,120.00	3,120.00	00085170
SCHOOL SPECIALTY INC	V6404173	4320	366.36	366.36	00085171
SEHI COMPUTER PRODUCT	V6404221	4320 4410	426.30 2,583.27	3,009.57	00085172
SMART AND FINAL IRIS	V6404306	4310	1,365.40	1,365.40	00085173
STAPLES ADVANTAGE	V6410116	4310 4320 9320	205.54 243.95 491.16	940.65	00085174
STATER BROS MARKET ST	V6404454	4310	295.65	295.65	00085175
STEVE SPANGLER SCIENC	V6408995	4310	707.08	707.08	00085176
TANDUS US INC	V6401017	4355	2,442.83	2,442.83	00085177

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TRAFFIC CONTROL SERVI	V6404774	4355	204.08	204.08	00085178
U S POST OFFICE	V6404814	5910	370.00	370.00	00085179
ULINE	V6406546	4320	524.11	524.11	00085180
WARD'S NATURAL SCIENC	V6404999	4310	123.37	123.37	00085181
WAXIE SANITARY SUPPLY	V6405008	4347	41.29	41.29	00085182
WEEKLY READER	V6405014	4310	141.00	141.00	00085183
WEST PAYMENT CENTER	V6407958	5821	120.37	120.37	00085184
WESTEL COMMUNICATION	V6405039	5610	46.00	46.00	00085185
WESTERN STATE DESIGN	V6405048	5610	360.00	360.00	00085186
WORLD BOOK EDUCATIONA	V6405111	5880	7,299.99	7,299.99	00085187
*** CHECK GAP ***					
ALVARADO PAINTING, A	V6406348	5610	2,073.00	2,073.00	00085192
COUNTY OF ORANGE	V6401112	5610	1,584.00	1,584.00	00085193
DHK PLUMBING AND PIPI	V6409955	5610	3,875.00	3,875.00	00085194
FEDERAL EXPRESS	V6401675	5910	43.97	43.97	00085195
FENN TERMITE AND PEST	V6401679	5610	1,216.00	1,216.00	00085196
FLINN SCIENTIFIC INC	V6401708	4310	68.94	68.94	00085197
FOLLETT LIBRARY RESOU	V6401725	4315	55.42	55.42	00085198
GANAHL LUMBER CO	V6401804	4310	306.20	1,288.60	00085199
		4355	982.40		
GCR TIRE CENTERS	V6409136	4386	2,656.90	2,656.90	00085200
GOLDEN STATE WATER CO	V6408018	5530	111.65	111.65	00085201
GOLDEN WEST MEDICAL C	V6401892	5810	920.00	920.00	00085202

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GORM INC	V6401904	9320	991.80	991.80	00085203
GRAINGER	V6404982	4355	85.95	85.95	00085204
GRAYBAR ELECTRIC COMP	V6401918	4355	74.04	74.04	00085205
GUNTHER, ROBERT	V6405372	3408	535.20	535.20	00085206
HERITAGE SCHOOL	V6402041	5860	1,836.00	1,836.00	00085207
HOME DEPOT	V6405234	4320	131.39	1,560.12	00085208
		4355	1,428.73		
HP DIRECT	V6408671	4320	628.57	628.57	00085209
IDENTICARD SYSTEMS WO	V6409335	4310	3,109.04	3,109.04	00085210
*** VOID CONTINUE *** VOID CONTINU			0.00	0.00	00085211
JACKSONS A S BREA	V6406346	4347	473.53	3,771.95	00085212
		4355	154.42		
		4370	2,040.78		
		4375	17.84		
		4376	235.75		
		4385	346.44		
		4387	503.19		
JEYCO PRODUCTS INC	V6402332	4375	222.69	762.91	00085213
		4386	247.57		
		9320	292.65		
JOSTENS	V6402437	4310	1,654.60	7,064.35	00085214
		4320	5,409.75		
KREY, RICK	V6403936	5230	1,000.00	1,000.00	00085215
L AND N UNIFORM SUPPL	V6402628	4345	189.45	189.45	00085216
M.P. SOUTH INC	V6402889	5610	1,425.00	1,425.00	00085217
MC FADDEN DALE HARDWA	V6403056	4347	42.53	115.99	00085218
		4355	73.46		
NASCO MODESTO	V6403253	4310	203.37	203.37	00085219

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
NIMCO	V6403365	4310	79.95	79.95	00085220
OFFICE DEPOT	V6403421	9320	1,935.52	1,935.52	00085221
SCANTRON CORPORATION	V6404142	5810	16,239.95	16,239.95	00085222
SUPPLYMASTER	V6404538	4310 4320	9,174.62 1,679.66	10,854.28	00085223
UNITED PARCEL SERVICE	V6408429	5910	363.55	363.55	00085224
WRAP ONE SIGNS	V6410304	4310	448.05	448.05	00085225
XEROX	V6405124	5620	13,948.20	13,948.20	00085226
XEROX	V6405124	5620	3,027.68	3,027.68	00085227
*** CHECK GAP ***					
A1 FLOORING	V6400031	4355	190.00	190.00	00085231
ADT SECURITY SYSTEMS	V6400100	5620	783.35	783.35	00085232
ADT SECURITY SYSTEMS	V6400100	5620	600.67	600.67	00085233
ARAMARK UNIFORM SERVI	V6407528	4320	42.43	42.43	00085234
B AND K ELECTRIC WHOL	V6400623	4355	176.65	176.65	00085235
B AND M LAWN AND GARD	V6400423	4347	236.17	236.17	00085236
BORDERS EXPRESS #0435	V6409750	4310	48.94	48.94	00085237
C.A.S.H.	V6400650	5310	707.00	707.00	00085238
CAL LIFT INC	V6400664	5610	290.42	290.42	00085239
CALIFORNIA DEPT. OF J	V6400689	5880	2,016.00	2,016.00	00085240
CAMERON WELDING SUPPL	V6400741	4310 4355	54.92 93.09	148.01	00085241
CAROLINA BIOLOGICAL S	V6400778	4310	90.21	90.21	00085242

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CARRIER SALES AND DIS	V6409402	4347	437.51	594.74	00085243
		4355	157.23		
CARSON SUPPLY CO	V6400788	4347	1,594.12	1,594.12	00085244
CASBO PROFESSIONAL DE	V6400793	5310	237.00	237.00	00085245
ECONOMY RENTALS INC	V6401478	5610	78.79	78.79	00085246
EWING IRRIGATION PROD	V6401634	4347	512.15	512.15	00085247
GAS COMPANY, THE	V6404372	5510	72,603.22	72,603.22	00085248
GOLDEN STATE WATER CO	V6408018	5530	1,868.31	1,868.31	00085249
LETNER ROOFING	V6402725	5610	5,180.00	5,180.00	00085250
NEXTEL COMMUNICATIONS	V6403356	4320	-1,700.75	3,202.03	00085251
		5918	4,902.78		
OCDE	V6403452	5210	420.00	420.00	00085252
REGISTRATIONS FOR YOU	V6410301	5210	2,895.00	2,895.00	00085253
SAVANNA HIGH SCHOOL	V6405448	5810	2,231.00	2,231.00	00085254
SCHOLASTIC INC	V6404150	4210	413.60	827.20	00085255
		4310	413.60		
SCHORR METALS INC	V6404179	4355	224.48	224.48	00085256
SOCIAL STUDIES SCHOOL	V6404322	4310	1,120.13	1,120.13	00085257
SOUTHWEST SCHOOL AND	V6404383	9320	73.95	73.95	00085258
*** CHECK GAP ***					
AARDVARK CLAY AND SUP	V6400035	4310	157.64	157.64	00085266
ACOUSTICAL MATERIAL S	V6400070	4355	358.68	358.68	00085267
ANDERSON'S SCHOOL SPI	V6410305	4310	641.80	641.80	00085268
BROOKS INSTALLATIONS	V6403919	5610	950.00	950.00	00085269

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CARRIER SALES AND DIS	V6409402	4347	988.38	988.38	00085270
CDW GOVERNMENT INC.	V6400819	4310	283.75	283.75	00085271
CENGAGE LEARNING	V6404723	4210	824.22	824.22	00085272
CHEAP JOES ART STUFF	V6409367	4310	277.82	277.82	00085273
CINTAS FIRE PROTECTIO	V6409713	5610	1,135.00	1,135.00	00085274
CITY OF ANAHEIM	V6400957	5610	467.71	467.71	00085275
CITY OF ANAHEIM	V6400957	5580	862.54	862.54	00085276
CLARK SECURITY PRODUC	V6400966	4355	4,180.50	4,180.50	00085277
COMPLETE BUSINESS SYS	V6406150	4320	2,071.84	2,071.84	00085278
COMPUTER GEEKS, THE	V6408823	4320	1,079.57	1,079.57	00085279
CONSOLIDATED ELECTRIC	V6407431	4355	654.32	654.32	00085280
CONTINENTAL CHEMICAL	V6409578	9320	1,674.64	1,674.64	00085281
COOK EQUIPMENT COMPAN	V6401096	4347	681.36	835.24	00085282
		5610	153.88		
CRYSTAL GLASS AND MIR	V6401153	4310	500.25	1,393.03	00085283
		4355	892.78		
DAY WIRELESS SYSTEMS	V6410025	4320	1,078.56	1,078.56	00085284
EXCELERATE SOFTWARE I	V6405107	5810	1,250.00	1,250.00	00085285
FHA-HERO FORMS PROCES	V6409976	5210	700.00	700.00	00085286
FIVE STAR RUBBER STAM	V6405116	4320	26.58	26.58	00085287
GENESIS GLOBAL INC.	V6409914	4320	1,234.53	1,234.53	00085288
HOME DEPOT	V6405234	4347	85.67	374.94	00085289
		4355	289.27		
NASCO MODESTO	V6403253	4310	1,745.63	1,745.63	00085290

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
NEW DIRECTION SERVICE	V6410272	4320	173.13	173.13	00085291
PALOS BERGADO, LILIA	V6410219	5220	32.18	32.18	00085292
PRO ACT INC.	V6409642	5210	13,000.00	13,000.00	00085293
PROMAXIMA MANUFACTURI	V6406754	4310 4410	1,247.50 4,892.50	6,140.00	00085294
STATER BROS	V6407496	4310	14.07	14.07	00085295
WILLIAM V MACGILL AND	V6402896	9320	362.98	362.98	00085296
*** CHECK GAP ***					
DEVEREUX TEXAS TREATM	V6401339	5860	14,197.93	14,197.93	00085300
NATIONAL GEOGRAPHIC S	V6409275	4310	96,619.83	96,619.83	00085301
ROSSIER PARK HIGH SCH	V6405342	5860	19,354.00	19,354.00	00085302
THOMPSON'S BUILDING M	V6404721	4347	5,946.80	5,946.80	00085303
ACORN MEDIA	V6400068	4327 4370	162.04 134.78	296.82	00085304
ALLIANCE ENVIRONMENTA	V6400169	4347	1,024.94	1,024.94	00085305
ANAHEIM BAND INSTRUME	V6400251	4310 4410	547.50 650.00	1,197.50	00085306
ANAHEIM KUMON CENTER	V6407160	5805	10,890.00	10,890.00	00085307
ARMSTRONG, IAN	V6408439	5220	43.45	43.45	00085308
B AND M LAWN AND GARD	V6400423	4347	698.23	698.23	00085309
B B AND H MOTOR PARTS	V6400424	4347	9.32	9.32	00085310
BAVCO	V6407678	4347	2.58	2.58	00085311
BELL PIPE AND SUPPLY	V6400476	4355	116.10	116.10	00085312
CARRIER SALES AND DIS	V6409402	4347	210.28	210.28	00085313

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CITY OF ANAHEIM	V6400957	5520	26,575.26	50,577.95	00085314
		5530	10,751.40		
		5580	13,251.29		
EBERHARD EQUIPMENT	V6405532	5620	771.04	771.04	00085315
EXPRESS PIPE AND SUPP	V6401644	4355	309.66	309.66	00085316
FARR'S CUSTOM CARBIDE	V6410142	4347	42.96	42.96	00085317
FERGUSON ENTERPRISES	V6409823	4355	301.09	301.09	00085318
FREESTYLE PHOTOGRAPHI	V6401761	4310	150.46	150.46	00085319
GOV CONNECTION	V6406748	4310	175.31	740.39	00085320
		4320	565.08		
GUNTHERS ATHLETIC SER	V6401962	5560	1,350.15	1,350.15	00085321
HARRIS OFFICE PRODUCT	V6410267	9320	289.98	289.98	00085322
HOME DEPOT	V6405234	4355	130.14	130.14	00085323
JOHNSON CONTROLS	V6406981	5610	396.00	396.00	00085324
K 12 SPECIALTIES INC	V6407667	4347	3,009.64	3,009.64	00085325
KERN HIGH SCHOOL DIST	V6405700	5210	2,025.00	2,025.00	00085326
LETTER PERFECT SIGNS	V6402726	4347	1,800.03	1,800.03	00085327
LEXINGTON JUNIOR HIGH	V6402729	4310	4,000.00	4,000.00	00085328
LIBRARY VIDEO COMPANY	V6402738	4310	225.58	225.58	00085329
LOPEZ, CINDY	V6407771	5220	68.20	68.20	00085330
MC FADDEN DALE HARDWA	V6403056	4355	215.06	215.06	00085331
MEDCO SPORTS MEDICINE	V6405872	4310	74.93	2,665.14	00085332
		4320	2,590.21		
MENTORING MINDS	V6409783	4310	1,094.50	1,094.50	00085333

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MILLIGAN NEWS CO INC	V6403142	4310	77.39	77.39	00085334
MILLS FORD	V6403144	4370	100.19	100.19	00085335
MOBILE INDUSTRIAL SUP	V6407890	4375	225.17	225.17	00085336
MONTGOMERY HARDWARE C	V6405624	4355	1,449.17	1,449.17	00085337
OCDE	V6403452	5870 7141	11,012.31 114,658.36	125,670.67	00085338
OCE USA INC	V6403413	4320 5610	0.00 251.90	251.90	00085339
OCE USA INC	V6403413	5620	781.56	781.56	00085340
OFFICE DEPOT	V6403421	4320 9320	82.15 16.51	98.66	00085341
ONE STOP PARTS SOURCE	V6406259	4370 4376	193.92 31.71	225.63	00085342
ORANGE COUNTY FARM SU	V6403455	4347	678.77	678.77	00085343
ORANGE COUNTY FIRE PR	V6403457	5610	471.97	471.97	00085344
ORANGE COUNTY PUMP CO	V6403460	4355	1,218.00	1,218.00	00085345
ORCO DOOR CLOSER SERV	V6403472	4355	986.91	986.91	00085346
ORVAC ELECTRONICS	V6403479	4355	601.22	601.22	00085347
OUR PLACE CENTER OF S	V6410244	5805	3,150.00	3,150.00	00085348
PARADIGM HEALTHCARE S	V6403536	5810	15,041.85	15,041.85	00085349
PARENT INSTITUTE FOR	V6403538	5805	2,640.00	2,640.00	00085350
PROFESSIONAL TUTORS O	V6407161	5805	1,430.00	1,430.00	00085351
RECORDED BOOKS INC	V6403863	4310	8,934.42	8,934.42	00085352
REFRIGERATION SUPPLIE	V6403873	4347 4355	220.06 85.24	305.30	00085353

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
REGAL AWARDS	V6403875	4320	534.78	534.78	00085354
RELIABLE OFFICE SUPPL	V6403890	4320	37.91	37.91	00085355
SCHOOL SPECIALTY INC	V6404173	4310	95.81	95.81	00085356
SMART AND FINAL IRIS	V6404306	4310	64.36	64.36	00085357
STAPLES ADVANTAGE	V6410116	9320	628.75	628.75	00085358
STRAIGHT TALK CLINIC	V6404492	5810	3,087.50	3,087.50	00085359
SUPPLYMASTER	V6404538	4320	166.17	166.17	00085360
THOMPSON'S BUILDING M	V6404721	4347	370.72	370.72	00085361
TROXELL COMMUNICATION	V6404796	4310	1,525.77	1,525.77	00085362
US AIR CONDITIONING D	V6404317	4347	332.78	332.78	00085363
VANTAGE TECHNOLOGIES	V6408014	5880	2,025.00	2,025.00	00085364
WARD'S NATURAL SCIENC	V6404999	4310	123.58	123.58	00085365
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4355	472.93	472.93	00085367
ACES	V6409808	5860	4,262.20	4,262.20	00085368
ALVARADO, JAVIER	V6410050	5220	43.45	43.45	00085369
ARAMARK UNIFORM SERVI	V6407528	4320	42.43	42.43	00085370
ART SUPPLY WAREHOUSE	V6400350	4310	171.97	171.97	00085371
B AND K ELECTRIC WHOL	V6400623	9320	264.26	264.26	00085372
BANK OF AMERICA ACCOU	V6407184	5880	59,401.81	59,401.81	00085373
BIG D SUPPLIES	V6400508	4355	19.87	19.87	00085374
BLICK ART MATERIALS	V6401357	4310	115.67	115.67	00085375

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BUREAU OF EDUCATION A	V6400627	5210	199.00	199.00	00085376
CADA CENTRAL	V6400658	5210	550.00	550.00	00085377
CALIFORNIA SCHOOL MAN	V6409922	5810	2,300.00	2,300.00	00085378
CART MAN INC, THE	V6404668	5610	944.34	944.34	00085379
COCO PRINTING AND GRA	V6410045	4320	906.44	906.44	00085380
DALE JUNIOR HIGH ASB	V6405581	5810	530.00	530.00	00085381
DUNN EDWARDS PAINTS	V6401448	4355	296.96	296.96	00085382
GREATER ANAHEIM SELPA	V6401927	5805	13,094.73	13,094.73	00085383
HARARI, JOEL	V6409890	5220	13.20	13.20	00085384
HARLAND TECHNOLOGY SE	V6409362	4310	1,780.00	1,780.00	00085385
HILLYARD FLOOR CARE S	V6402055	4410	3,841.27	3,841.27	00085386
IBARRA, MIGUEL	V6409769	5220	79.48	79.48	00085387
JOSTENS	V6402437	4320	872.99	872.99	00085388
LAIOLA, JIM	V6402340	5610	200.00	200.00	00085389
NBZ CONSULTING	V6410192	5805	1,360.00	1,360.00	00085390
RELIABLE SHEET METAL	V6403891	4347	569.85	569.85	00085391
SCHOOL SPECIALTY INC	V6404173	4310	414.76	414.76	00085392
SOUTHWEST SCHOOL AND	V6404383	4310	187.92	187.92	00085393
SPEECH AND LANGUAGE	V6404400	5860	9,238.75	9,238.75	00085394
SPICERS PAPER INC	V6404405	4320	263.89	263.89	00085395
STAPLES ADVANTAGE	V6410116	9320	4,235.81	4,235.81	00085396
TANIGUCHI INK	V6404593	4320	15.55	15.55	00085397

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TIME AND ALARM SYSTEM	V6404729	5610	136.50	136.50	00085398
U S BANK	V6406511	7619	291,904.85	291,904.85	00085399
VERA, CARLOS	V6408946	5220	65.32	65.32	00085400
VERIZON WIRELESS	V6404918	5918	11,293.44	11,293.44	00085401
XEROX	V6405124	5620	6,974.10	6,974.10	00085402
*** CHECK GAP ***					
ACORN MEDIA	V6400068	4310	1,581.23	16,598.51	00085407
		5880	15,017.28		
FENN TERMITE AND PEST	V6401679	5610	25.00	25.00	00085408
FILMS MEDIA GROUP	V6400736	4310	104.12	104.12	00085409
GALE SUPPLY CO	V6401798	9320	364.35	364.35	00085410
GUNTHERS ATHLETIC SER	V6401962	4320	1,396.21	1,396.21	00085411
HARLAND TECHNOLOGY SE	V6409362	5610	1,780.00	1,780.00	00085412
KELVIN	V6402562	4310	453.75	453.75	00085413
L AND N UNIFORM SUPPL	V6402628	4345	361.00	361.00	00085414
MC MAHAN BUSINESS INT	V6405408	4320	483.81	483.81	00085415
MOBILE INDUSTRIAL SUP	V6407890	4375	48.00	48.00	00085416
OPTIMA COMPANIES	V6410021	4410	3,779.60	3,779.60	00085417
PINEDA'S NURSERY INC	V6403670	4347	8,010.79	8,010.79	00085418
ROYAL CORPORATION	V6410307	9320	344.52	344.52	00085419
SUPPLYMASTER	V6404538	4310	519.10	658.84	00085420
		4320	139.74		
A U H S D FOOD SERVIC	V6400023	4390	81.56	81.56	00085421

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ALT REV CASH FUND	V6405194	4317	166.08	389.30	00085422
		4320	60.79		
		4325	96.52		
		4326	10.60		
		4336	18.40		
		4339	36.91		
ALT REV CASH FUND	V6405197	4310	55.57	375.97	00085423
		4320	320.40		
ALT REV CASH FUND	V6405198	4347	34.77	97.56	00085424
		4390	62.79		
ALTERNATIVE REVOLVING	V6400190	4320	21.74	21.74	00085425
GREATER ANAHEIM SELPA	V6401927	7211	498.00	498.00	00085426
HOME DEPOT	V6405234	4355	1,489.61	1,489.61	00085427
KATELLA HIGH SCHOOL	V6402515	5810	1,838.00	1,838.00	00085428
KNORR SYSTEMS	V6402610	4347	6,007.00	6,007.00	00085429
KNOWLEDGE POINTS	V6409875	5805	637.50	637.50	00085430
LAMBERT, REGAN LEE	V6410290	5805	1,000.00	1,000.00	00085431
MONTGOMERY HARDWARE C	V6405624	4355	9,854.55	9,854.55	00085432
ORANGE COUNTY PUMP CO	V6403460	5610	105.00	105.00	00085433
ORCO DOOR CLOSER SERV	V6403472	4355	286.01	286.01	00085434
PENNER PARTITIONS INC	V6403625	4355	192.49	192.49	00085435
PERLMUTTER PURCHASING	V6409934	4320	1,333.28	1,333.28	00085436
PORTACRAFT INC	V6408319	4355	761.25	761.25	00085437
PRINGLES DRAPERIES AN	V6405953	5610	1,379.74	1,379.74	00085438
REFRIGERATION SUPPLIE	V6403873	4347	45.41	45.41	00085439
ROSEBROUGH TOOL CO.	V6404014	4347	106.03	106.03	00085440

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SOUTH JHS ASB	V6405227	5810	50.00	50.00	00085441
SYLVAN LEARNING CENTE	V6410245	5805	945.00	945.00	00085442
THOMPSON'S BUILDING M	V6404721	4347	211.85	211.85	00085443
TOMARK SPORTS INC.	V6404748	4355	126.15	126.15	00085444
WEST PAYMENT CENTER	V6407958	4210	91.36	91.36	00085445
XEROX	V6405124	4320	384.48	1,724.04	00085446
		5620	1,339.56		
*** CHECK GAP ***					
A Z PARTS SALES	V6409623	4385	63.61	63.61	00085449
ACE TUTORING SERVICES	V6409870	5805	400.00	400.00	00085450
ALVARADO, JAVIER	V6410050	5220	88.50	88.50	00085451
ANAHEIM DISPOSAL	V6400256	5580	440.35	440.35	00085452
ARAMARK UNIFORM SERVI	V6407528	4388	302.91	302.91	00085453
ARRIBA EDUCATION	V6410237	5805	339.60	339.60	00085454
ASBURY ENVIRONMENTAL	V6400358	5610	63.00	63.00	00085455
B AND K ELECTRIC WHOL	V6400623	4355	63.42	63.42	00085456
B AND M LAWN AND GARD	V6400423	4347	87.51	87.51	00085457
CAL LIFT INC	V6400664	5610	659.48	659.48	00085458
CALIFORNIA COMMERCIAL	V6400682	4355	33.99	33.99	00085459
CARMENITA TRUCK CENTE	V6400769	4370	412.10	412.10	00085460
CHAMBERS PROPERTY SER	V6406716	5805	1,899.00	1,899.00	00085461
CHRISTIAN COMPANY INC	V6400919	4355	78.82	78.82	00085462
CINTAS FIRE PROTECTIO	V6409713	5610	375.00	375.00	00085463

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CITY OF ANAHEIM	V6400957	5520	132,415.39	155,120.80	00085464
		5530	8,920.85		
		5580	13,784.56		
CLARK SECURITY PRODUC	V6400966	4355	644.77	644.77	00085465
CRYSTAL GLASS AND MIR	V6401153	4355	82.65	82.65	00085466
DRAKE SUPPLY COMPANY	V6406285	4370	284.51	392.50	00085467
		4376	107.99		
EBERHARD EQUIPMENT	V6405532	4347	21.01	21.01	00085468
INCLUSIVE EDUCATION A	V6410158	5860	2,175.00	2,175.00	00085469
PALMER, DONALD	V6405811	5220	78.65	78.65	00085470
POOL SUPPLY OF ORANGE	V6403700	4347	839.01	839.01	00085471
PRECISION SPEEDOMETER	V6403723	4370	368.59	525.09	00085472
		5610	156.50		
REFRIGERATION SUPPLIE	V6403873	4355	63.41	63.41	00085473
SCHOOL BUS PARTS	V6404157	4385	130.83	130.83	00085474
SEHI COMPUTER PRODUCT	V6404221	4310	307.33	307.33	00085475
SKS INC	V6404058	4375	671.45	671.45	00085476
STAPLES ADVANTAGE	V6410116	4310	75.58	87.98	00085477
		9320	12.40		
TAGEAR	V6404622	4310	961.35	961.35	00085478
ULINE	V6406546	4347	1,337.75	1,337.75	00085479
WAXIE SANITARY SUPPLY	V6405008	4347	261.79	261.79	00085480
WURTH USA INC	V6408563	4375	369.26	369.26	00085481

TOTAL FOR FUND: 0101 GENERAL FUND 2,825,436.43

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Object	Amount	Check Amt	CK #
=====	=====	=====	=====	=====	=====	=====
Object	Object	Object Total	Object Total			
3408			535.20			
3501		89,313.22				
3502		38,277.09				
3601		186,327.75				
3602		62,109.25				
3701		1,426.10				
4110		163.20				
4150		4,200.93				
4210		3,883.32				
4240		778.30				
4310		184,833.84				
4315		1,267.67				
4317		166.08				
4320		39,118.96				
4325		96.52				
4326		10.60				
4327		162.04				
4332		191.67				
4336		18.40				
4339		36.91				
4345		1,089.04				
4347		54,115.23				
4355		56,758.92				
4370		6,569.61				
4375		2,247.60				
4376		2,582.55				
4381		853.11				
4384		1,920.80				
4385		2,489.06				
4386		3,931.10				
4387		812.09				
4388		937.42				
4390		1,151.89				
4410		30,068.49				
5210		25,609.19				
5220		1,880.40				
5230		1,000.00				
5310		1,064.00				
5454		50,393.42				
5510		73,471.69				
5520		407,280.13				
5530		40,711.22				

FUND: 0101 GENERAL FUND

Vendor Check Register

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
	5560		1,778.90		
	5580		64,794.03		
	5610		109,175.11		
	5620		30,424.26		
	5805		98,323.73		
	5810		90,984.36		
	5821		55,476.77		
	5850		3,314.48		
	5860		83,715.30		
	5870		13,443.41		
	5880		150,633.32		
	5910		6,955.85		
	5918		19,293.49		
	7141		114,658.36		
	7211		498.00		
	7221		284,013.43		
	7619		291,904.85		
	9320		26,194.77		

TOTAL FOR FUND: 0101 GENERAL FUND 2,825,436.43

Total Number Of Checks Printed: 576
 Number Of Void Checks Printed: 1
 Number Of Actual Checks Printed: 575

FUND: 1111 ADULT EDUCATION

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ALT REV CASH FUND	V6405195	4199	150.00	216.45	00085008
		4320	47.85		
		5910	18.60		
ALT REV CASH FUND	V6405196	4199	100.00	100.00	00085009
				*** CHECK GAP ***	
GLENCOE MCGRW HILL	V6401865	4210	1,063.53	1,063.53	00085046
				*** CHECK GAP ***	
PARADISE FLOWERS	V6407412	4320	271.29	271.29	00085259
				*** CHECK GAP ***	
OFFICE DEPOT	V6403421	4310	23.81	268.37	00085366
		4320	244.56		
				*** CHECK GAP ***	
VERIZON WIRELESS	V6404918	5918	121.38	121.38	00085403

TOTAL FOR FUND: 1111 ADULT EDUCATION 2,041.02

Object	Object Total
4199	250.00
4210	1,063.53
4310	23.81
4320	563.70
5910	18.60
5918	121.38

TOTAL FOR FUND: 1111 ADULT EDUCATION 2,041.02

Total Number of Checks Printed: 6
 Number of Void Checks Printed: 0

FUND: 1111 ADULT EDUCATION

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
=====	=====	=====	=====	=====	=====
Number Of Actual Checks Printed:		6			

FUND: 1414 DEFERRED MAINT

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
VCI TELECOM INC	V6406963	5610	8,275.00	8,275.00	00084973
*** CHECK GAP ***					
THOMAS M. MEZA COMPAN	V6409916	5610	14,896.00	14,896.00	00085010
*** CHECK GAP ***					
J J J FLOOR COVERING	V6402210	5610	1,925.00	1,925.00	00085109
MONTEON ELECTRIC	V6408541	5610	17,200.00	17,200.00	00085110
*** CHECK GAP ***					
SILVER CREEK INDUSTRI	V6407894	6270	15,190.06	15,190.06	00085228
*** CHECK GAP ***					
C2 REPROGRAPHICS	V6408990	5610	1,005.96	1,005.96	00085260
*** CHECK GAP ***					
CRYSTAL GLASS AND MIR	V6401153	5610	2,548.00	2,548.00	00085297
SILVER CREEK INDUSTRI	V6407894	6270	39,294.18	39,294.18	00085298
*** CHECK GAP ***					
ABE'S PLUMBING	V6406307	5610	13,750.00	13,750.00	00085404

TOTAL FOR FUND: 1414 DEFERRED MAINT 114,084.20

Object	Object Total
5610	59,599.96
6270	54,484.24

TOTAL FOR FUND: 1414 DEFERRED MAINT 114,084.20

FUND: 1414 DEFERRED MAINT

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
=====	=====	=====	=====	=====	=====
Total Number Of Checks Printed:		9			
Number Of Void Checks Printed:		0			
Number Of Actual Checks Printed:		9			

FUND: 2525 CAPITAL FAC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
A THRONE CO INC	V6407493	6221	1,475.81	1,475.81	00085188
PUBLIC ECONOMICS INC	V6403787	5810	28.64	28.64	00085189
*** CHECK GAP ***					
CLASS LEASING INC	V6400967	5620	3,066.68	3,066.68	00085229
SCHOOL PLANNING SERVI	V6409956	5810	7,400.00	7,400.00	00085230

TOTAL FOR FUND: 2525 CAPITAL FAC 11,971.13

Object	Object Total
=====	=====
5810	7,428.64
5620	3,066.68
6221	1,475.81

TOTAL FOR FUND: 2525 CAPITAL FAC 11,971.13

Total Number Of Checks Printed: 4
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 4

FUND: 3535 SCHL FAC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
WESTGROUP DESIGNS	V6409776	6212	17,280.00	17,280.00	00085405

TOTAL FOR FUND: 3535 SCHL FAC 17,280.00

Object	Object Total
6212	17,280.00
TOTAL FOR FUND: 3535 SCHL FAC	17,280.00

Total Number of Checks Printed: 1
 Number of Void Checks Printed: 0
 Number of Actual Checks Printed: 1

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
REVOLVING CASH FUND	V6405189	6210	3,510.00	3,660.00	00084937
		6220	150.00		
				*** CHECK GAP ***	
				*** CHECK GAP ***	
CHRISTIDIS GENERAL CO	V6409939	6270	15,700.00	15,700.00	00085047
SCHOOL FACILITY CONSU	V6404158	6245	8,552.50	8,552.50	00085048
				*** CHECK GAP ***	
GIANNELLI ELECTRIC IN	V6401857	6270	9,908.50	9,908.50	00085115
				*** CHECK GAP ***	
C2 REPROGRAPHICS	V6408990	6274	1,448.37	1,448.37	00085261
CHRISTIDIS GENERAL CO	V6409939	6270	24,500.00	24,500.00	00085262
WESTGROUP DESIGNS	V6409776	6212	44,726.33	44,726.33	00085263
				*** CHECK GAP ***	
GHATAODE BANNON ARCHI	V6408656	6212	6,152.50	6,152.50	00085299
WESTGROUP DESIGNS	V6409776	6212	9,831.00	9,831.00	00085406
				*** CHECK GAP ***	

TOTAL FOR FUND: 4040 SPECIAL RESERVE 124,479.20

Object	Object Total
6210	3,510.00
6212	60,709.83
6220	150.00
6245	8,552.50
6270	50,108.50
6274	1,448.37

ANAHEIM UHSD 02/01/10 Vendor Check Register PPage
MON, FEB 01, 2010, 4:21 PM --reg: KORR-----leg: 64 ---loc: 64FISCAL--job: 10518159 #J698--Prog: CK517 <1.01>---report id: CKRECSOC

FUND: 4040 SPECIAL RESERVE

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
=====	=====	=====	=====	=====	=====
TOTAL FOR FUND: 4040 SPECIAL RESERVE			124,479.20		

Total Number Of Checks Printed: 9
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 9

FUND: 6768 INS-WCI

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AUHS	V6400400	5890	5,250.08	5,250.08	00085190
DEPARTMENT OF INDUSTR	V6409924	5811	26,581.62	26,581.62	00085191
*** CHECK GAP ***					
KEENAN ASSOCIATES	V6409242	5811	8,000.00	8,000.00	00085264

TOTAL FOR FUND: 6768 INS-WCI 39,831.70

Object	Object Total
5811	34,581.62
5890	5,250.08

TOTAL FOR FUND: 6768 INS-WCI 39,831.70

Total Number Of Checks Printed: 3
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 3

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CX #
ANTHEM BLUE CROSS	V6409810	5461	977,106.41	977,106.41	00084938
CALIFORNIA SCHOOLS DE	V6405368	5892	236,555.00	236,555.00	00084939
INFORMED RX INC	V6408830	5895	286,312.85	286,312.85	00084940
PINNACLE CLAIMS MANAG	V6409946	5812	116,007.16	116,007.16	00084941
VISION SERVICE PLAN	V6404956	5464	39,992.34	39,992.34	00084942
				*** CHECK GAP ***	
ANTHEM BLUE CROSS	V6409810	5461	85,850.13	85,850.13	00085011
AUHS	V6400400	5891	1,014,523.58	1,014,523.58	00085012
				*** CHECK GAP ***	
INFORMED RX INC	V6408830	5895	241,011.80	241,011.80	00085265
				*** CHECK GAP ***	
METLIFE	V6408692	5462	18,463.20	18,463.20	00085447
MHN SERVICES	V6406987	5463	29,319.44	29,319.44	00085448
				*** CHECK GAP ***	
AMERICAN FIDELITY ASS	V6408036	5450	10,348.00	10,348.00	00085482

TOTAL FOR FUND: 6769 INS - H&W 3,055,489.91

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		5461	1,062,956.54		
		5450	10,348.00		
		5462	18,463.20		
		5463	29,319.44		
		5464	39,992.34		
		5812	116,007.16		
		5891	1,014,523.58		
		5892	236,555.00		
		5895	527,324.65		

TOTAL FOR FUND: 6769 INS - H&W 3,055,489.91

Total Number of Checks Printed: 11
 Number of Void Checks Printed: 0
 Number of Actual Checks Printed: 11

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2009-10**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708090	01-26-97	08	02-11-10	Therapeutic Education Centers	\$23,165.00

*Includes transportation costs, if applicable.

SCHEDULE A

STUDENT IN NONPUBLIC AGENCY UNDER EC 56030
Addendum Regular School Year 2009-10

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC AGENCY	TOTAL CONTRACT COST*
SYS-0708058	07-30-96	08	02-11-10	Beacon Day School	\$800.00

*Includes transportation costs, if applicable.

Board of Trustees
February 11, 2010

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1. Resignation/Retirement, effective as noted:

Anthony, Bob, Kennedy, Retirement, 6/17/10

Krey, Rick, District, Retirement, 6/30/10

Morse, Pam, Kennedy, Retirement, 1/29/10

2. Leaves of Absence:

Breslow, Marc, for military leave, with pay and with health benefits from 01/08/10, through the end of the working day on 01/08/10.

Sullivan, Eve, for child care, without pay and with health benefits from 02/04/10, through the end of the working day on 02/28/10.

3. Employment:

A. Classroom Teachers

Temporary

	<u>Column</u>	<u>Step</u>
Beck, George (effective 2/1/10)	2	1
Fitch, Heather (effective 2/1/10)	2	3
Franks, Michael (effective 1/29/10)	2	1
Hirayama, Yuko (effective 2/1/10)	1	1
Karels, Laura (effective 2/1/10)	2	3

B. Day-to-Day Substitute Teachers with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Eftekhari, Orash	1/19/10
Hayungs, Brandie	1/7/10
Jenkin, Michelle	1/5/10
Kondrath, Daniel	1/21/10
Valente, Allan	1/28/10

C. Doctorate Stipend, to be paid to the following individual for an earned doctorate stipend, effective 2/1/10:

Hoffman, Lacinda

4. Change of contract for the following personnel who have fulfilled years of experience to advance on the salary schedule, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Pohl, Andrew	4 1	4 2	12/14/09

5. Change of contract for the following personnel who have worked completed the additional units to advance on the salary schedule, effective as noted:

Human Resources Division, Certificated Personnel

Board of Trustees
February 11, 2010

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	<u>From</u>	<u>To</u>	<u>Effective</u>
Berekian, Beverly	3 1	4 1	2/1/10
Flores-Smith, Yolanda	1 2	3 4	2/1/10
Gray, Christina	2 11	3 11	2/1/10
Todd, Alan	3 11	4 11	2/1/10

6. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Ballard, Danton (1/14/10)
Christ, Gena (1/12/10)
Desoto, Jessica (1/21/10)
Driver, Dawn (1/12/10)
Escobar, Jose (1/14/10)
Holland, Joseph (1/12/10)
Lee, Julia (1/12/10)
Loughry, Maria (1/21/10)
Morgan, Gregory (1/14/10)
Sandhoefner, Cathy (1/12/10)
Segura, Stephania (1/26/10)
Zavala, Lizeth (1/26/10)

7. Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:

	<u>Salary</u>	<u>Effective</u>
Knight, John	\$7,212.44	1/1/10
Purkins, Charles	\$6,822.47	1/1/10

8. Extra Service Specialists, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u> Capen, Christina Song/Cheer	\$1,923	2nd Semester	2/1/10
Cook, Kia Banner/Flag/Rifle	\$2,108	2nd Semester	2/1/10
Graham, Daryn Wrestling, Varsity	\$3,249	Season	11/23/09
Kolakowski, Lawrence Choir, Accompanist	\$241.75	2nd Semester	2/1/10
Reese, David Baseball, Sophomore	\$2,596	Season	2/27/10

Human Resources Division, Certificated Personnel

Board of Trustees
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Schepens, Scott Wrestling, Frosh/Soph	\$2,596	Season	11/23/09
<u>Ball</u>			
Foster, Breanna Soccer, Boys	\$1,424	3rd Quarter	2/1/10
Murillo Virgen, Edder Soccer, 7th Grade Boys	\$1,923	3rd Quarter	1/14/10
<u>Cypress</u>			
Bruton, Jason Track, Asst. Frosh/Soph, JV	\$2,339	Season	2/27/10
Cody, Kevin Softball, Varsity	\$1,624.50	Season	2/27/10
Lee, Deborahrah Badminton, Asst. Frosh/Soph, JV	\$2,339	Season	2/27/10
Pham, Hai Badminton, JV & Varsity	\$1,383	Season	2/27/10
<u>Katella</u>			
Vasquez, Gonzalo Soccer, Frosh/Soph, Boys	\$2,339	Season	11/23/09
<u>Kennedy</u>			
Kirby, Melissa Softball, JV	\$2,596	Season	2/27/10
<u>Magnolia</u>			
Nelson, Edwin Track, Varsity Boys	\$3,249	Season	2/27/10
Velasco, Wilfredo Track, Asst. Frosh/Soph	\$2,339	Season	2/27/10
Wylde, Robert Corey Softball, JV	\$2,596	Season	2/27/10
<u>Orangeview</u>			
Jasniewicz, Niko Band, Accompanist	\$241.75	2nd Semester	2/1/10
Kolakowski, Lawrence Choir, Accompanist	\$241.75	2nd Semester	2/1/10
<u>Oxford</u>			
Tice, Terry Softball, JV Girls	\$2,596	Season	2/27/10

Human Resources Division, Certificated Personnel

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Vigil, Larry Softball, Varsity Girls	\$3,249	Season	2/27/10
<u>Western</u>			
Baik, Sang Swimming, Asst. Frosh/Soph/JV Boys	\$2,339	Season	2/27/10
Baughman, Steven Tennis, Asst. Frosh/Soph	\$1,169.50	Season	2/27/10
Christensen, Joshua Track, Frosh/Soph/JV	\$2,339	Season	2/27/10
Maniscalco, Kimberly Softball, Soph	\$2,596	Season	2/27/10
Manliguis, Celeste Volleyball, Head Varsity	\$2,596	Season	2/27/10
Manliguis, Corey Volleyball, Asst. Frosh/Soph	\$2,339	Season	2/27/10
Takahama, Paul Tennis, Head Varsity	\$2,596	Season	2/27/10
Quisto, William Tennis, Asst. Frosh/Soph	\$2,339	Season	2/27/10
Reid, Matt Volleyball, Asst. Frosh/Soph	\$2,339	Season	2/27/10

1. Retirements effective as noted:

Hickman, Diane, Bus Driver, Transportation, retirement, 4/09/10

2. Leave of Absences:

Campbell Jr., Kenneth, for health, without pay and with health benefits, for half days from 01/06/10, through the end of the working day on 02/12/10.

Cueva-Gonzalez, Ada, revise dates as follows: without pay and without health benefits from 09/24/09, through the end of the working day on 01/10/10, and without pay and without health benefits, for three business days per week, from 01/11/10 through the end of the working day on 06/17/10.

De La Cruz, Cleofas, for educational improvement, without pay and without health benefits, for two business days per week, from 01/11/10, through the end of the working day on 03/21/10.

Reyes, Omar, for educational improvement, without pay and without health benefits, for three hours per business day, from 02/01/10, through the end of the working day on 06/17/10.

Wheat, David, for educational improvement, without pay and with health benefits, for one half business days per week, from 01/11/10, through the end of the working day on 03/21/10.

3. Employment:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Desai, Bhumi	Avid Tutor	Cypress

4. Student Worker, \$8.00 hr.:

- Alvarez, Gustavo
- Bernave, Maricela
- Butterfield, Brian
- Christie, Richard
- Cortez, Warner
- Cruz, Haidee
- Garibay, Jason
- Inouye, Ryan
- Lara, Blanca
- Lashmet, Melissa
- Lopez, Esmeralda
- Padilla, Arturo
- Perez, Joseph
- Polk, Brenden
- Ramirez, Alejandro
- Redd, Quinton
- Roberts, Erica
- Russelle, Kyle
- Sanchez, Brenda
- Schaub, Michael
- Smith, Andrew
- Vargas, Christopher
- Warren, Marquie
- Zambrano, Martin

Human Resources Division, Classified Personnel

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February 11, 2010

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**5. WorkAbility Student, current minimum wage or stipend of \$256 effective as noted:
(Workability Grant Funds)**

	<u>Effective</u>
Adair, Troy	1/20/10
Barillas, Angel	2/01/10
Bishop, Nicole	2/01/10
Carrillo, Juan	1/30/10
Carro, Suzanne	2/02/10
Clausen, Adam	2/01/10
Decker, Rachael	2/03/10
Delaney, Caty	1/25/10
Espinosa, Oscar	2/02/10
Fermin, David	1/19/10
Floyd, Earl	1/26/10
Garcia, Chelsea	2/02/10
Gomez, Raymundo	1/24/10
Gutierrez, Kristal	2/01/10
Jackson, Shanice	1/21/10
Jakahi, Keanu	2/03/10
Kieler, Berklee	1/27/10
Konig, Tyler	2/01/10
Lawson, Scott	2/02/10
Ledezma, Kimberly	2/01/10
Lester, James	2/01/10
Maddalena, Anthony	2/03/10
Madrid, Daniel	2/03/10
Mendoza, Michael	2/01/10
Mummert, Amber	2/01/10
Paca, Kristoffer	1/21/10
Palacios, Elizabeth	2/02/10
Pierce, Sara	1/25/10
Pina, Shayann	1/30/10
Ramirez, Alejandro	1/27/10
Rodriguez, Michael	2/01/10
Rosales, Melissa	1/20/10
Saldana, Javier	2/02/10
Sanchez, Angel	2/03/10
Sanchez, Brenda	1/26/10
Shorter, Keosha	2/01/10
Vaca, Ben-ami	2/01/10
Valenzuela, Rosey	1/24/10
Zuniga, Vincent	2/03/10

Field Trips

Board of Trustees
February 11, 2010

1. Katella High School-Students Run LA (20 students); Elizabeth Marshall, adviser; Edison Guillermo, Daniel Henderson, chaperones.

To: Los Angeles, California
 Dates: March 20, 2010 - March 21, 2010
 Purpose: To participate in the Los Angeles Marathon 2010
 Expenses: ASB/Club Fundraisers: meals, transportation, accommodations

Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0
2. Kennedy High School-Associated Student Body (35 students); Hilda Vazquez, adviser; Sarah Anderson, Katrina McNeil, Paul Chylinski, Allen Carter, Jon Hogancamp, Scott Wilmoth, chaperones.

To: San Diego, California
 Dates: August 9, 2010 - August 11, 2010
 Purpose: To participate in ASB Student Leadership Summer Camp
 Expenses: ASB/Club Fundraisers: registration, meals, transportation, accommodations
 Parent/Student: registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0
3. Oxford Academy-Health Occupations Students of America/HOSA (20 students); Chayne Chaldu, adviser; Kortney Tambara, chaperone.

To: Ontario, California
 Dates: March 11, 2010 - March 14, 2010
 Purpose: To attend HOSA State Leadership Conference
 Expenses: ASB/Club Fundraisers: registration, transportation
 Parent/Student: meals, accommodations

Number of school days missed for this trip: 2
 Number of school days missed previously: 0
 Total number of days missed by this group: 2
4. Western High School-Associated Student Body (26 students); Carole Casto, adviser; Jaime Flores, Krisdee Kanaly, chaperones.

To: Santa Barbara, California
 Dates: August 11, 2010 - August 13, 2010
 Purpose: To participate in 50th Annual Leadership Conference
 Expenses: ASB/Club Fundraisers: meals, transportation, accommodations
 Parent/Student: meals, transportation, accommodations

Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0

Field Trips

Board of Trustees
February 11, 2010

5. Oxford Academy-Speech and Debate (16 students); Nancy Dandridge, adviser; Kathy Krebs, Steve Pettit, David Krebs, chaperones.

To: Bakersfield, California
Dates: April 16, 2010 - April 18, 2010
Purpose: To participate in California High School Speech Association 2010 State Championship Tournament
Expenses: Parent/Student: registration, meals
Booster Club: transportation, accommodations

Number of school days missed for this trip: 1
Number of school days missed previously: 0
Total number of days missed by this group: 1

6. Cypress High School-French Club (7 students); Penelope Walsh Sloane, adviser; Karen Donner, Sean Edwards, chaperones.

To: Big Bear, California
Dates: March 5, 2010 - March 7, 2010
Purpose: To participate in French Camp by speaking French while singing, dancing, cooking, discussing historical events via PowerPoint, etc.
Expenses: Parent/Student: registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

BOARD OF TRUSTEES
Special Meeting Minutes
Thursday, January 14, 2010

1. CALL TO ORDER-ROLL CALL

President Brian O'Neal called the special meeting of the Anaheim Union High School District Board of Trustees to order at 5:30 p.m.

Present: Brian O'Neal, president; Jordan Brandman, clerk; Anna L. Piercy, assistant clerk; Katherine H. Smith and Thomas "Hoagy" Holguin, members; Joseph M. Farley, superintendent; Tim Holcomb, deputy superintendent; Dianne Poore, Fred Navarro, and Russell Lee-Sung, assistant superintendents.

2. ADOPTION OF AGENDA

On the motion of Mrs. Smith, duly seconded and unanimously carried, the Board of Trustees adopted the agenda.

3. PLEDGE OF ALLEGIANCE

Board President Brian O'Neal led the Pledge of Allegiance to the Flag of the United States of America.

4. INTRODUCTION OF GUESTS AND PUBLIC COMMENTS, OPEN SESSION

- 4.1 Mr. O'Neal introduced Gerry Adams, Dan Clavel, and David Cole, AFSCME; and Sharon Yager and Jackie Brock, CSEA.
- 4.2 Gerry Adams, AFSCME president, commented on the reduction in force action taken at the December board meeting. He also commented on the ongoing investigation of the AFSCME vice-president.

5. ITEMS OF BUSINESS

5.1 Addendum, Title III Local Educational Agency Improvement Plan

On the motion of Mr. Brandman, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees approved the addendum to the Local Educational Agency Plan (LEA Plan). The LEA Plan is a requirement for receiving state and federal funding for numerous categorical programs, including Title III, which is the federal categorical program designated to support the academic achievement of English learner students. With the release of the Title III Accountability Reports on October 15, 2009, the district was notified that the Annual Measurable Achievement Objectives (AMAOs) were not met for two consecutive years. The district is now subject to educational improvement activities. This designation, as a Title III Year 2 school district, adds additional requirements to the LEA planning process.

The Title III Year 2 Improvement Plan is an addendum to the LEA Plan, and it describes the educational activities the district will take to improve the English proficiency and academic achievement of Limited English Proficient (LEP) students. The addendum to the plan requires board approval prior to the required submission to the California Department of Education on January 15, 2010.

5.2 **Report on District-Wide Facilities**

The Board of Trustees received a report on current and future district-wide facilities needs. Following a lengthy discussion, it was the consensus of the board to delay all facility improvements.

6. **ADJOURNMENT**

On the motion of Mrs. Smith, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:22 p.m.

Approved _____
Clerk, Board of Trustees

BOARD OF TRUSTEES
Minutes
Thursday, January 21, 2010

1. CALL TO ORDER–ROLL CALL

President Brian O’Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:00 p.m.

Present: Brian O’Neal, president; Jordan Brandman, clerk; Anna L. Piercy, assistant clerk; and Katherine H. Smith, member; Joseph M. Farley, superintendent; Tim Holcomb, deputy superintendent; Fred Navarro, Dianne Poore, and Russell Lee-Sung, assistant superintendents.

Thomas “Hoagy” Holguin, member, entered the meeting at 3:03 p.m.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Move the Superintendent and Staff Report forward to item 8.2, Reports
- Move the Student Representative’s Report to the Board of Trustees to item 9.4, Presentations
- Pull Closed Session item 4.5
- Pull item 12.16, Notices of Completion
- Add Exhibit B

On the motion of Mr. Holguin, duly seconded and unanimously carried, the Board of Trustees adopted the agenda as amended.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:04 p.m.

5. STUDENT PRESENTATION

Audience members participated in a practice round of spelling with Brookhurst Junior High School Spelling Bee Champion Leslie Nguyen.

6. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND MOMENT OF SILENCE

6.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 6:00 p.m.

6.2 **Pledge of Allegiance and Moment of Silence**

Russell Earnest, Brookhurst Junior High School principal, led the Pledge of Allegiance to the Flag of the United States of America.

7. **INTRODUCTION OF GUESTS**

Mr. O'Neal introduced Joanne Fawley, ASTA; Patricia Montelongo, APGA; Susan Stocks, ALTA; and Dan Clavel, AFSCME.

8. **REPORTS**

8.1 **Closed Session**

Board Clerk Jordan Brandman reported the following actions taken in closed session.

8.1.1 No action taken regarding negotiations.

8.1.2 No action taken regarding public employee HR-2009-10-5.

8.1.3 No action taken regarding public employee HR-2009-10-8.

8.1.4 No action taken regarding existing litigation.

8.1.5 This item was pulled prior to the adoption of the agenda.

8.1.6 The Board of Trustees took formal action to approve the expulsion of the following students:

1. 09-53 under Education Code 48900(a)(1), 48900(k)
2. 09-64 under Education Code 48900(a)(1), 48915(b)(1)
3. 09-66 under Education Code 48900(a)(1), 48900(k), 48915(b)(1)
4. 09-67 under Education Code 48900(b), 48915(a)(2)
5. 09-68 under Education Code 48900(a)(1), 48915(b)(1)
6. 09-71 under Education Code 48900(c)
7. 09-72 under Education Code 48900(c), 48915(a)(3)
8. 09-73 under Education Code 48900(c), 48915(a)(3)
9. 09-76 under Education Code 48900(f)
10. 09-77 under Education Code 48900(a)(1)
11. 09-78 under Education Code 48900(k), 48900(f), 48915(b)(1)
12. 09-79 under Education Code 48900(a)(2)
13. 09-80 under Education Code 48900(a)(2)
14. 09-81 under Education Code 48900(a)(2)
15. 09-82 under Education Code 48900(a)(1), 48900(a)(2)
16. 09-84 under Education Code 48900(c), 48915(c)(3)
17. 09-85 under Education Code 48900(c), 48915(c)(3)
18. 09-86 under Education Code 48900(c), 48915(c)(3)
19. 09-87 under Education Code 48900(c), 48915(c)(3)
20. 09-88 under Education Code 48900(a)(1), 48900 (k)
21. 09-90 under Education Code 48900(a)(1), 48900 (k)
22. 09-91 under Education Code 48900.2
23. 09-92 under Education Code 48900(a)(1), 48900 (k)
24. 09-93 under Education Code 48900(c)
25. 09-94 under Education Code 48900(f)
26. 09-95 under Education Code 48900(b), 48900(f), 48900(k)

27. 09-96 under Education Code 48900(c), 48900(k)

8.1.7 The Board of Trustees took formal action to approve readmission of students 06-05 and 07-314.

8.2 **Superintendent's and Staff Report**

Dr. Farley recognized Katherine H. Smith for her service as board president from December 2008 through December 2009. Board President Brian O'Neal presented her with a commemorative plaque.

8.3 **Principal's Report**

Mr. Earnest led the moment of silence and introduced Brookhurst Junior High School students and Words Out Loud winners Leslie Nguyen and Justin Cinco. Mr. Earnest reported on an increase in math scores and praised his teachers for their dedication and hard work.

8.4 **Reports of Associations**

8.4.1 Joanne Fawley, ASTA president, commented on the success of students and the roles teachers and parents play. She thanked the board for its leadership and courage on the decision regarding Race to the Top. Mrs. Fawley said the Lesson Design Specialists are already providing results and suggested we continue with what we already know.

8.4.2 Patricia Montelongo, APGA co-president, shared the success of Career Day. She stated that they are preparing for the next counselor's meeting and noted that they are already gearing up for registration for next year. She introduced Cristina Garcia-Pittman, Anaheim High School counselor, who reported on the upcoming Cash for College night.

9. **PRESENTATIONS**

9.1 **Honor Theatre Festival**

Autumn Browne, Brookhurst Junior High School drama teacher, formally invited the Board of Trustees to the 6th Annual Honor Theatre Festival on February 5, 2010, at Cypress College.

9.2 **National School Counseling Week**

The Board of Trustees presented a proclamation celebrating National School Counseling Week, February 1, 2010, through February 5, 2010, to Patricia Montelongo, co-president, Anaheim Personnel and Guidance Association.

9.3 **Perfect Attendance Awards**

A Red Apple award was presented to each employee of the district with perfect attendance for the 2008-09 year. A Gold Apple award was presented to each employee with three consecutive years of perfect attendance.

9.4 **Student Representative's Report to the Board of Trustees**

Neda Arora, student representative, reported on the Power of One and various student events throughout the district.

10. **RECOGNITION**

The Board of Trustees recognized Julie Metz for her exceptional contributions to the Anaheim Union High School District GATE Orchestra program.

Mr. O'Neal called a recess at 6:48 p.m. and reconvened the meeting at 6:51 p.m.

11. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

There were no requests to speak.

12. **ITEMS OF BUSINESS**

12.1 **Report, Federal "Race to the Top" Program**

The Board of Trustees received a report on the Federal "Race to the Top" Program and a discussion ensued. The district did not submit a memorandum of understanding to the State of California that would have required the district to implement elements of an instructional reform plan. One reason for not submitting the memorandum was uncertainty on the state's plan requirements. Additionally, there may be opportunities for the board to reconsider its participation in the program later. The exhibit to this item included documents containing extensive background on the federal program and California's methods of addressing "Race to the Top" requirements.

12.2 **Initial Contract Proposal, ASTA to AUHSD**

In accordance with Board Policy 6500.01, the Anaheim Secondary Teachers Association's initial contract proposal to the Anaheim Union High School District for 2010-11 was presented, in writing, to the Board of Trustees.

12.3 **Public Hearing, Initial Contract Proposal, ASTA to AUHSD**

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees opened a public hearing on the Anaheim Secondary Teachers Association's initial contract proposal to the Anaheim Union High School District for 2010-11, at 6:58 p.m.

There were no requests to speak.

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees closed the public hearing, at 6:58 p.m.

12.4 **Initial Contract Proposal, AUHSD to ASTA**

In accordance with Board Policy 6500.01, the Anaheim Union High School District's initial contract proposal to the Anaheim Secondary Teachers Association for 2010-11 was presented, in writing, to the Board of Trustees.

12.5 **Public Hearing, Initial Contract Proposal, AUHSD to ASTA**

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees opened a public hearing on the Anaheim Union High School District's initial contract proposal to the Anaheim Secondary Teachers Association for 2010-11, at 6:59 p.m.

There were no requests to speak.

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees closed the public hearing, at 6:59 p.m.

12.6 **Initial Contract Proposal, APGA to AUHSD**

In accordance with Board Policy 6500.01, the Anaheim Personnel and Guidance Association's initial contract proposal to the Anaheim Union High School District for 2010-11 was presented, in writing, to the Board of Trustees.

12.7 **Public Hearing, Initial Contract Proposal, APGA to AUHSD**

On the motion of Mr. Holguin, duly seconded and unanimously carried, the Board of Trustees opened a public hearing on the Anaheim Personnel and Guidance Association's initial contract proposal to the Anaheim Union High School District for 2010-11, at 6:59 p.m.

There were no requests to speak.

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees closed the public hearing, at 6:59 p.m.

12.8 **Initial Contract Proposal, AUHSD to APGA**

In accordance with Board Policy 6500.01, the Anaheim Union High School District's initial contract proposal to the Anaheim Personnel and Guidance Association for 2010-11 was presented, in writing, to the Board of Trustees.

12.9 **Public Hearing, Initial Contract Proposal, AUHSD to APGA**

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees opened a public hearing on the Anaheim Union High School District's initial contract proposal to the Anaheim Personnel and Guidance Association for 2010-11, at 7:00 p.m.

There were no requests to speak.

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees closed the public hearing, at 7:00 p.m.

12.10 **Disposal of Surplus and Obsolete Instructional Materials**

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees approved the list of miscellaneous obsolete textbooks and instructional materials as surplus and authorized the proper sale or disposal. As the need arises for schools to surplus items, the warehouse gathers the information and creates a list of these items.

Assembly Bill 487 Instructional Materials (AB 487) was passed in October 2009, and it amended Education Code Section 60510, to take affect on January 1, 2010. This change allows a district to sell surplus, or undistributed, obsolete instructional materials.

Prior to January 1, 2010, Education Code Section 60510 authorized school districts to dispose of surplus, or undistributed, obsolete instructional materials that were usable for educational purposes, to specified entities, including by sale to any organization that would agree to use the materials solely for educational purposes and to make no charge of any kind to the persons to whom the organization gives or lends the materials. AB 487 deletes the provision requiring the organization to agree to use the materials for educational

purposes. The Bill requires that all of the proceeds of any sale of surplus, or undistributed, obsolete instructional materials made under these provisions be available for school district's to acquire basic instructional materials, supplemental instructional materials, or technology-based materials. This also deletes a provision requiring the organization to certify that it agrees to use the materials for educational purposes and make no charge to the persons to whom the organization gives or lends the materials.

The items listed on the exhibit will be sold to Follett Educational Services.

12.11 **2008-09 Audited Annual Financial Report**

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees accepted the audited annual financial report for the 2008-09 fiscal year. In accordance with Education Code Section 41020.3 by January 31 of each year, the governing body of each local education agency shall review, at a public meeting, the annual audit for the prior year. This review shall be placed on the agenda of the meeting pursuant to Education Code Section 35145. The district's audit was performed by the audit firm of Vavrinek, Trine, Day and Co., LLP.

12.12 **Resolution No. 2009/10-B-10, Permanent Interfund Transfer**

On the motion of Mrs. Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2009/10-B-10, Permanent Interfund Transfer. The district has a joint use project with the North Orange County Regional Occupation Program (NOCROP). The district and NOCROP have agreed to act jointly to develop a Construction Trades Teacher Education Facility. The project is funded 50 percent by NOCROP and 50 percent by State Joint Use funding. The expenditures for the Trident Joint Use Project with NOCROP are accounted for in the district's Capital Facilities Fund. The state funding is accounted for in the County Schools Facility Fund. This resolution has the effect of transferring State Joint Use funds out of the County Schools Facilities Fund and into the Capital Facilities Fund.

The roll call vote follows.

Ayes: Trustees Smith, Holguin, Piercy, Brandman, and O'Neal

12.13 **Gilbert High School Associated Student Body**

On the motion of Mr. Holguin, duly seconded and unanimously carried, following discussion, the Board of Trustees approved a petition from Gilbert High School to establish an Associated Student Body organization (ASB). Gilbert High School, an alternative education program, has submitted a constitution, approved by Dr. Rick Martens, principal, outlining that the Gilbert High School ASB will follow all district ASB policies and procedures. After approval, the district established an ASB bank account for Gilbert High School.

12.14 **School Sponsored Student Organizations**

On the motion of Mr. Holguin, duly seconded and unanimously carried, the Board of Trustees approved the school sponsored student organizations as listed.

12.14.1 Anaheim High School, Printmaking Club

12.14.2 Western High School, History Club

12.14.3 Western High School, Health Occupations Students of America (HOSA)

12.15 **Ratification of Change Order**

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the change order as listed.

Bid #2010-01, Magnolia High School	P.O. #D64A0087
Paving Improvement Project (Facilities Funds)	
Hardy and Harper, Inc.	
Original Contract	\$821,624.97
Change Order #3	\$28,000.00
New Contract Value	\$849,624.97

12.16 **Notice of Completion**

This item was pulled prior to the adoption of the agenda.

13. **CONSENT CALENDAR**

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees approved/ratified the following consent calendar with the exception of item 13.4 and 13.8, pulled by Mr. Holguin for discussion.

13.1 **Educational Consulting Agreement, Parent Institute for Quality Education**

The Board of Trustees approved the educational consulting agreement with Parent Institute for Quality Education (PIQE). PIQE will conduct a nine-week program, consisting of morning and evening training sessions for Western High School parents. The purpose of the training is to increase parents' involvement in their children's educational process. Additionally, the training promotes a partnership between parents and the school. Services include telephone calls to all households for the recruitment of parent participants, curriculum development for the nine parent seminars, and required instructional materials, such as binders and lesson plans for the 50 parent participants. Services will be provided February 9, 2010, through April 13, 2010, at a cost not to exceed \$4,000. (Title I Funds)

13.2 **Consolidated Application, Part II**

The Board of Trustees approved the Consolidated Application, Part II, for the 2009-10 year. This is the final submission of the two-part application. Every year, the district is required to submit the Consolidated Application for the following federal categorical programs: Title I, Title II, Title III, and Title IV. The following state categorical programs are also included: EIA-LEP and TUPE. These funds are designated for specific programs and activities, designed to reduce the achievement gap. Many certificated and classified school personnel, and most professional development activities, are supported by these programs.

13.3 **2009-10 Single Plan for Student Achievement**

The Board of Trustees approved the 2009-10 Single Plan for Student Achievement, for each school site, as mandated by the state. Each plan, which was distributed to the Board of Trustees, includes information pertaining to site curriculum, instruction, professional development, parent involvement activities, and budget expenditures.

13.4 **Agreement Amendment, Knowland Construction Services, LLC**

On the motion of Mr. Holguin, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees approved the agreement amendment with Knowland

Construction Services, LLC, which provides Division of the State Architect (DSA) inspector of record services for the district. The original contract was approved by the Board of Trustees on April 26, 2007, for a not to exceed amount of \$1,350,000, for services provided during the period of April 26, 2007, through April 26, 2010. The amendment is necessary to provide inspection services to close out prior district projects with the DSA. The district has a large outstanding backlog of projects that were not properly closed out. Therefore, as part of the district facilities department's continuing improvement of facilities practices, staff has placed a major emphasis on the close out of these past projects. This has been required by DSA and will keep these close outs from resulting in penalties, liabilities, or obstacles to future facilities work. This level of service exceeds the district's current agreement with Knowland Construction Services. Therefore, staff recommended that the Board of Trustees approve the amendment to cover the extra services necessary to support this close out work, at a total cost not to exceed \$75,000 and extend the original agreement's term from April 27, 2010, through June 30, 2010. (Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

13.5 2009-10 Second Quarterly Report, Williams Uniform Complaints

The Board of Trustees accepted the Williams Uniform Complaints Second Quarterly Report, October 1, 2009, through December 31, 2009, as required by Education Code Section 35186, which will be submitted to the Orange County Department of Education. The report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction and services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12th grade. There was one complaint during this quarter, and it was resolved.

13.6 Instructional Materials Submitted for Adoption

The Board of Trustees adopted the selected instructional materials. The Instructional Materials Review Committee recommended the selected books for use in English, science, and business. The books have been made available for public review.

13.7 Instructional Materials Submitted for Display

The Board of Trustees approved the selected materials for display, recommended by the Instructional Materials Review Committee, for basic and elective courses in English language arts and business. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, January 21, 2010, through February 11, 2010.

13.8 Rejection of Bids

On the motion of Mr. Brandman, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees rejected all bids.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>
2010-04	E-Rate Year 13-Structured Cabling System for Anaheim and Western High Schools	Reject all bids

13.9 **Donations**

The Board of Trustees accepted the donations as listed.

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
Anaheim	Veronica Purpura	Art supplies
Orangeview	LB Property Management	\$2,500
Savanna	Wells Fargo Bank	\$6,600
South	Experian Information Solutions	Misc. classroom supplies
	Kite Electric, Inc.	\$1,000
Sycamore	Jose Medina	\$2,000 golf cart
Walker	Tustin Chrysler Jeep Dodge	\$50
	Yvette Quan	\$150
	Marina Spor	\$75
	Walker PTA	\$6,941.95
	Focus Diagnostics	35 computers
	Carl Karcher Enterprises	\$1,020.70
Western	LB Property Management	\$2,500

13.10 **Disposal of Surplus Miscellaneous Furniture and Equipment**

The Board of Trustees approved the list of district furniture and equipment as surplus, salvage, old, and/or obsolete property, and authorized proper disposal through the auction process to the highest bidder.

13.11 **Purchase Order Detail Report**

The Board of Trustees ratified the purchase order detail report, December 1, 2009, through January 11, 2010, as submitted.

13.12 **Check Register/Warrants Report**

The Board of Trustees ratified the check register/warrants report December 1, 2009, through January 11, 2010, as submitted.

13.13 **Individual Service Contracts**

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

13.14 **Field Trip Report**

The Board of Trustees approved/ratified the field trip report as submitted.

13.15 **Certificated Personnel Report**

The Board of Trustees approved/ratified the certificated personnel report as submitted.

13.16 **Classified Personnel Report**

The Board of Trustees approved/ratified the classified personnel report as submitted.

13.17 **Institutional Memberships**

The Board of Trustees approved the memberships as listed.

13.17.1 Anaheim Chamber of Commerce, December 1, 2009, through November 30, 2010, \$293. (General Funds)

13.17.2 National Association of Latino Elected and Appointed Officials (NALEO), January 1, 2010, through January 1, 2011, \$100. (General Funds)

13.18 **Board of Trustees' Meeting Minutes**

The Board of Trustees approved the minutes as submitted.

December 10, 2009, Regular and Organizational Meeting

14. **SUPPLEMENTAL INFORMATION**

14.1 Minutes of Department Meetings

14.2 Cafeteria Fund, October 2009

14.3 Enrollment, Month 3

15. **STUDENT REPRESENTATIVE'S REPORT TO THE BOARD OF TRUSTEES**

This item was moved forward to item 9.4 Presentations, prior to the adoption of the agenda.

16. **SUPERINTENDENT AND STAFF REPORT**

This item was moved forward to item 8.2 Reports, prior to the adoption of the agenda.

17. **BOARD OF TRUSTEES' REPORT**

Mr. Holguin handed out survey results that were submitted from CSEA. He said he attended the Youth Leadership America dinner.

Mrs. Piercy commented on the new Sister Cities Committee for the city of Anaheim, the Career Fair, the Insurance Committee meeting, and the OCDE meeting on the current economic climate.

Mr. Brandman noted his attendance at the Youth Leadership America dinner, two ROP meetings, and the OCDE meeting on the current economic climate.

Mr. O'Neal said he attended the Budget Committee meeting, the city of Anaheim Sister Cities Committee meeting, and the Hope High School homecoming game and dance.

18. **ADVANCE PLANNING**

18.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, February 11, 2010, at 6:00 p.m.

Thursday, January 21
Thursday, February 11
Thursday, March 11
Thursday, April 1
Thursday, April 29
Thursday, May 13
Thursday, June 3
Thursday, June 24

Thursday, July 15
Thursday, August 5
Thursday, August 19
Thursday, September 2
Thursday, September 23
Thursday, October 14
Thursday, November 4
Thursday, December 9

18.2 **Suggested Agenda Items**

There were no suggested agenda items.

19. **ADJOURNMENT**

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:31 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

CAFETERIA FUND

FINANCIAL STATEMENTS

NOVEMBER 2009

Balance Sheet
Anaheim School Dist/Food Services
11/30/2009

Asset	Assets	
CASH		
9120	Cash-Checking	\$3,329,045.11
9122	Change Fund	\$14,515.00
9123	Petty Cash	\$50.00
Total CASH		\$3,343,610.11
RECEIVABLE		
9210	A/R - Current	\$103,962.39
9280	A/R - State	\$287,490.48
9290	A/R - Federal	\$3,197,420.95
Total RECEIVABLE		\$3,588,873.82
INVENTORIES		
9321	Warehouse Food	\$19,766.98
9322	Warehouse Commodity	\$13,187.82
9323	Warehouse Supplies	\$5,828.91
9326	School Food	\$44,389.78
9327	School Commodity	\$30,090.14
9328	School Supplies	\$8,784.25
Total INVENTORIES		\$122,047.88
Total Asset		\$7,054,531.81
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$1,757,948.30
9530	A/P - Accrued. Vacation	\$37,287.00
9580	Sales Tax Liability	\$5,099.32
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$29,885.60
9780	Reserve/Central Kitchen	\$3,000,000.00
Total LIABILITIES		\$4,830,220.23
Total Liability		\$4,830,220.23
Fund Balance		
FUND BALANCE		
9798	Fund Balance	\$1,617,882.27
Total FUND BALANCE		\$1,617,882.27
Total Fund Balance		\$1,617,882.27
Current Year Profit (Loss)		\$606,429.31
Total Liabilities and Fund Balance		\$7,054,531.81

Accounting Period equals 5 - 2010

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

	11/30/2009				Period Ending 11/30/2008			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8620	\$1,555.50	0.09 %	\$10,104.00	0.13 %	\$1,837.50	0.11 %	\$14,131.50	0.20 %
Elementary - Breakfast								
8621	\$23,710.50	1.31 %	\$134,336.25	1.75 %	\$25,038.00	1.50 %	\$167,585.29	2.37 %
Elementary - Lunch								
8632	\$5,083.75	0.28 %	\$18,788.00	0.25 %	\$7,306.25	0.44 %	\$21,266.00	0.30 %
High School - Breakfast								
8633	\$100,022.50	5.55 %	\$402,874.00	5.26 %	\$135,310.00	8.10 %	\$496,752.50	7.02 %
High School - Lunch								
8635	\$157,918.60	8.76 %	\$665,354.87	8.68 %	\$187,894.00	11.25 %	\$712,862.82	10.08 %
A La Carte Sales								
8637	\$2,703.45	0.15 %	\$10,257.47	0.13 %	\$3,856.15	0.23 %	\$13,293.74	0.19 %
Adult Rev. - Lunch								
Federal Reimbursements								
8200	\$268,010.08	14.86 %	\$1,080,961.12	14.11 %	\$241,381.46	14.46 %	\$980,922.58	13.87 %
Fed. Meal Rev.-Breakfast								
8220	\$1,043,234.87	57.85 %	\$4,478,654.39	58.46 %	\$889,858.59	53.29 %	\$3,906,555.95	55.24 %
Fed. Meal Rev.-Lunch								
8290	\$27,836.58	1.54 %	\$127,447.24	1.66 %	\$23,549.99	1.41 %	\$115,122.95	1.63 %
Misc Fed Rev.-Snack								
State Reimbursements								
8500	\$34,609.88	1.92 %	\$139,451.20	1.82 %	\$32,601.46	1.95 %	\$132,461.67	1.87 %
St. Meal Rev.-Breakfast								
8520	\$86,059.37	4.77 %	\$369,265.29	4.82 %	\$76,453.39	4.58 %	\$347,904.69	4.92 %
St. Meal Rev.-Lunch								
Other Revenue								
8638	(\$230.94)	-0.01 %	\$6,931.33	0.09 %	\$1,056.17	0.06 %	\$1,780.88	0.03 %
Cash Over & Short								
8689	\$37,001.50	2.05 %	\$167,753.50	2.19 %	\$36,894.24	2.21 %	\$130,174.32	1.84 %
Misc Fees/Contract								
8699	\$15,982.23	0.89 %	\$48,859.98	0.64 %	\$6,795.43	0.41 %	\$31,385.08	0.44 %
Spec Activity/Cater								
Total Revenue	\$1,803,497.86	100.00 %	\$7,661,038.64	100.00 %	\$1,669,832.63	100.00 %	\$7,072,199.96	100.00 %
Expense								
Food Purchases & Govmtn								
4700	\$646,545.96	35.85 %	\$2,840,596.79	37.08 %	\$390,173.02	23.37 %	\$1,705,865.21	24.12 %
Food Purchases								
Supplies								
4300	\$52,785.14	2.93 %	\$268,128.01	3.50 %	\$57,721.29	3.46 %	\$306,112.72	4.33 %
Materials & Supplies								
4790	\$6,148.91	0.34 %	\$15,223.84	0.20 %	\$273,063.57	16.35 %	\$1,274,011.03	18.01 %
Supplies (Food)								
Salaries								
2200	\$679,093.54	37.65 %	\$2,220,848.29	28.99 %	\$677,950.76	40.60 %	\$2,164,105.49	30.60 %
Classified Salaries								
2300	\$30,463.45	1.69 %	\$154,293.25	2.01 %	\$30,342.07	1.82 %	\$153,686.35	2.17 %
Class.Sup/Admin Salaries								
2400	\$26,301.61	1.46 %	\$140,874.16	1.84 %	\$33,580.98	2.01 %	\$160,918.35	2.28 %
Clerical/Office Salaries								
2550	\$12,429.00	0.69 %	\$37,287.00	0.49 %	\$12,429.00	0.74 %	\$37,287.00	0.53 %
Food Service Vacation Pay								
Benefits								

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

Expense	11/30/2009				Period Ending 11/30/2008			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Benefits								
3202 PERS, Classified Position	\$56,589.58	3.14 %	\$195,282.87	2.55 %	\$56,396.13	3.38 %	\$190,681.33	2.70 %
3302 OASD/MED/Classified Position	\$55,480.00	3.08 %	\$199,525.77	2.60 %	\$56,126.36	3.36 %	\$192,956.99	2.73 %
3402 Hlth/Welfare, Classified	\$135,397.37	7.51 %	\$675,400.92	8.82 %	\$136,693.42	8.19 %	\$659,297.81	9.32 %
3502 SUI, Classified Position	\$2,224.68	0.12 %	\$7,629.09	0.10 %	\$2,253.03	0.13 %	\$7,506.87	0.11 %
3602 Workers Comp, Classified	\$11,757.26	0.65 %	\$37,308.38	0.49 %	\$11,716.87	0.70 %	\$39,032.61	0.55 %
3802 PERS Reduc, Classified	\$18,588.34	1.03 %	\$65,809.59	0.86 %	\$20,692.50	1.24 %	\$71,323.18	1.01 %
Other Expenses								
5200 Travel & Conference	\$671.34	0.04 %	\$3,767.29	0.05 %	\$1,434.56	0.09 %	\$5,357.71	0.08 %
5500 Operation & Housekeeping	\$8,269.20	0.46 %	\$29,894.57	0.39 %	\$7,969.24	0.48 %	\$69,460.89	0.98 %
5600 Rental/Lease/Repair	\$20,237.38	1.12 %	\$101,946.15	1.33 %	\$12,290.23	0.74 %	\$73,521.71	1.04 %
5900 Fax, Pager, Postage	\$3,160.91	0.18 %	\$17,180.90	0.22 %	\$1,581.81	0.09 %	\$16,048.28	0.23 %
6400 Equipment less \$500	\$1,821.52	0.10 %	\$1,821.52	0.02 %	\$0.00	0.00 %	\$27,103.73	0.38 %
Capital Outlay								
6500 Equipment-RPmore\$500	\$0.00	0.00 %	\$41,790.94	0.55 %	\$5,434.22	0.33 %	\$68,314.49	0.97 %
Total Expense	\$1,767,965.19	98.03 %	\$7,054,609.33	92.08 %	\$1,787,849.06	107.07 %	\$7,222,591.75	102.13 %
Net Profit (Loss)	\$35,532.67	1.97 %	\$606,429.31	7.92 %	(\$118,016.43)	-7.07 %	(\$150,391.79)	-2.13 %

Accounting Period equals 5 - 2010 and the Prior Accounting Period is equal to Accounting Period equals 5 - 2009

ANAHEIM UNION HIGH SCHOOL DISTRICT

CAFETERIA FUND

FINANCIAL STATEMENTS

DECEMBER 2009

Balance Sheet
Anaheim School Dist/Food Services
12/31/2009

Asset	Assets	
CASH		
9120	Cash-Checking	\$5,409,846.39
9122	Change Fund	\$14,515.00
9123	Petty Cash	\$50.00
Total CASH		\$5,424,411.39
RECEIVABLE		
9210	A/R - Current	\$66,426.14
9280	A/R - State	\$115,668.07
9290	A/R - Federal	\$1,290,289.31
Total RECEIVABLE		\$1,472,383.52
INVENTORIES		
9321	Warehouse Food	\$24,431.28
9322	Warehouse Commodity	\$19,628.76
9323	Warehouse Supplies	\$5,728.91
9326	School Food	\$47,959.41
9327	School Commodity	\$22,517.71
9328	School Supplies	\$8,103.50
Total INVENTORIES		\$128,369.57
Total Asset		\$7,025,164.48
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$1,583,361.81
9530	A/P - Accrued. Vacation	\$49,716.00
9580	Sales Tax Liability	\$6,231.83
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$24,004.59
9780	Reserve/Central Kitchen	\$3,000,000.00
Total LIABILITIES		\$4,663,314.24
Total Liability		\$4,663,314.24
Fund Balance		
FUND BALANCE		
9798	Fund Balance	\$1,617,882.27
Total FUND BALANCE		\$1,617,882.27
Total Fund Balance		\$1,617,882.27
Current Year Profit (Loss)		\$743,967.97
Total Liabilities and Fund Balance		\$7,025,164.48

Accounting Period equals 6 - 2010

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

	12/31/2009				Period Ending 12/31/2008			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8620	\$1,359.00	0.08 %	\$11,463.00	0.12 %	\$2,116.50	0.13 %	\$16,248.00	0.19 %
Elementary - Breakfast								
8621	\$24,914.25	1.44 %	\$159,250.50	1.70 %	\$31,430.25	1.89 %	\$199,015.54	2.28 %
Elementary - Lunch								
8632	\$4,621.75	0.27 %	\$23,409.75	0.25 %	\$5,873.00	0.35 %	\$27,139.00	0.31 %
High School - Breakfast								
8633	\$91,863.50	5.32 %	\$494,737.50	5.27 %	\$120,913.50	7.27 %	\$617,666.00	7.07 %
High School - Lunch								
8635	\$133,844.33	7.75 %	\$799,199.20	8.51 %	\$155,214.04	9.33 %	\$868,076.86	9.94 %
A La Carte Sales								
8637	\$2,506.67	0.15 %	\$12,764.13	0.14 %	\$3,406.03	0.20 %	\$16,699.77	0.19 %
Adult Rev. - Lunch								
Federal Reimbursements								
8200	\$248,499.66	14.39 %	\$1,329,460.78	14.16 %	\$230,555.45	13.86 %	\$1,211,478.03	13.87 %
Fed. Meal Rev.-Breakfast								
8220	\$1,013,764.12	58.70 %	\$5,492,418.51	58.50 %	\$926,764.99	55.71 %	\$4,833,320.94	55.33 %
Fed. Meal Rev.-Lunch								
8290	\$28,813.38	1.67 %	\$156,260.62	1.66 %	\$25,989.55	1.56 %	\$141,112.50	1.62 %
Misc Fed Rev.-Snack								
State Reimbursements								
8500	\$32,087.83	1.86 %	\$171,539.03	1.83 %	\$31,181.73	1.87 %	\$163,643.40	1.87 %
St. Meal Rev.-Breakfast								
8520	\$83,629.06	4.84 %	\$452,894.35	4.82 %	\$79,721.74	4.79 %	\$427,626.43	4.90 %
St. Meal Rev.-Lunch								
Other Revenue								
8638	\$78.06	0.00 %	\$7,009.39	0.07 %	(\$17.29)	0.00 %	\$1,763.59	0.02 %
Cash Over & Short								
8689	\$34,931.50	2.02 %	\$202,685.00	2.16 %	\$39,442.01	2.37 %	\$169,616.33	1.94 %
Misc Fees/Contract								
8699	\$26,094.67	1.51 %	\$74,954.65	0.80 %	\$10,872.62	0.65 %	\$42,257.70	0.48 %
Spec Activity/Cater								
Total Revenue	\$1,727,007.78	100.00 %	\$9,388,046.42	100.00 %	\$1,663,464.12	100.00 %	\$8,735,664.09	100.00 %
Expense								
Food Purchases & Govmnt								
4700	\$562,969.12	32.60 %	\$3,403,565.91	36.25 %	\$383,080.04	23.03 %	\$2,088,945.25	23.91 %
Food Purchases								
Supplies								
4300	\$57,823.08	3.35 %	\$325,951.09	3.47 %	\$85,695.26	5.15 %	\$391,807.98	4.49 %
Materials & Supplies								
4790	\$2,860.59	0.17 %	\$18,084.43	0.19 %	\$206,316.92	12.40 %	\$1,480,327.95	16.95 %
Supplies (Food)								
Salaries								
2200	\$579,165.50	33.54 %	\$2,800,013.79	29.83 %	\$631,863.21	37.98 %	\$2,795,968.70	32.01 %
Classified Salaries								
2300	\$30,463.45	1.76 %	\$184,756.70	1.97 %	\$30,342.07	1.82 %	\$184,028.42	2.11 %
Class.Sup/Admin Salaries								
2400	\$25,580.16	1.48 %	\$166,454.32	1.77 %	\$31,892.92	1.92 %	\$192,811.27	2.21 %
Clerical/Office Salaries								
2550	\$12,429.00	0.72 %	\$49,716.00	0.53 %	\$12,429.00	0.75 %	\$49,716.00	0.57 %
Benefits								

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

Expense	12/31/2009				Period Ending 12/31/2008			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Benefits								
3202 PERS, Classified Position	\$49,991.39	2.89 %	\$245,274.26	2.61 %	\$52,842.42	3.18 %	\$243,523.75	2.79 %
3302 OASD/MED/Classified Position	\$48,805.86	2.83 %	\$248,331.63	2.65 %	\$53,307.31	3.20 %	\$246,264.30	2.82 %
3402 Hlth/Welfare, Classified	\$133,881.37	7.75 %	\$809,282.29	8.62 %	\$136,693.42	8.22 %	\$795,991.23	9.11 %
3502 SUI, Classified Position	\$1,921.94	0.11 %	\$9,551.03	0.10 %	\$2,098.42	0.13 %	\$9,605.29	0.11 %
3602 Workers Comp, Classified	\$10,161.25	0.59 %	\$47,469.63	0.51 %	\$10,914.78	0.66 %	\$49,947.39	0.57 %
3802 PERS Reduc, Classified	\$16,338.24	0.95 %	\$82,147.83	0.88 %	\$20,132.62	1.21 %	\$91,455.80	1.05 %
Other Expenses								
5200 Travel & Conference	\$70.53	0.00 %	\$3,837.82	0.04 %	\$539.05	0.03 %	\$5,896.76	0.07 %
5500 Operation & Housekeeping	\$7,971.63	0.46 %	\$37,866.20	0.40 %	\$9,207.33	0.55 %	\$78,668.22	0.90 %
5600 Rental/Lease/Repair	\$24,145.90	1.40 %	\$126,092.05	1.34 %	\$27,687.88	1.66 %	\$101,209.59	1.16 %
5900 Fax, Pager, Postage	\$610.66	0.04 %	\$17,791.56	0.19 %	\$30.18	0.00 %	\$16,078.46	0.18 %
6400 Equipment less \$500	\$5,382.38	0.31 %	\$7,203.90	0.08 %	\$3,528.82	0.21 %	\$30,632.55	0.35 %
Capital Outlay								
6500 Equipment-RPmore\$500	\$18,897.07	1.09 %	\$60,688.01	0.65 %	(\$539.25)	-0.03 %	\$67,775.24	0.78 %
Total Expense	\$1,589,469.12	92.04 %	\$8,644,078.45	92.08 %	\$1,698,062.40	102.08 %	\$8,920,654.15	102.12 %
Net Profit (Loss)	\$137,538.66	7.96 %	\$743,967.97	7.92 %	(\$34,598.28)	-2.08 %	(\$184,990.06)	-2.12 %

Accounting Period equals 6 - 2010 and the Prior Accounting Period is equal to Accounting Period equals 6 - 2009

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2009/10 MONTHLY ENROLLMENT REPORT

MONTH 4
11/30/09 to 12/18/09

SCHOOL	REGULAR DAY						Subtotal	SDC		TOTAL STUDENTS
	9th	10th	11th	12th	Hosp/Hm	Opp.		Sp Ed		
Anaheim	912	882	716	623	4	3,133	-	123	3,260	
Cypress	608	594	584	505	1	2,291	-	96	2,388	
Katella	685	704	579	494	5	2,462	-	121	2,588	
Kennedy	645	623	527	523	5	2,318	-	60	2,383	
Loara	685	675	589	571	1	2,520	-	152	2,673	
Magnolia	490	608	533	425	-	2,056	-	120	2,176	
Oxford	199	189	170	166	-	724	-	-	724	
Savanna	579	626	485	488	-	2,158	-	133	2,291	
Western	616	631	447	453	2	2,147	-	91	2,240	
Total Comprehensive	5,419	5,532	4,630	4,228	18	19,809	-	896	20,723	
Gilbert - West	2	41	102	122	-	267	-	-	267	
Gilbert - South	10	58	196	243	4	507	-	81	592	
Polaris Opp. Day #62	-	-	-	-	-	-	-	-	-	
Polaris High School #61	-	19	43	75	-	137	-	-	137	
Home	9	19	27	19	-	74	-	-	74	
Community Day School	22	24	15	6	-	67	-	-	67	
Total Alternative Ed	43	161	383	465	4	1,052	-	81	1,137	
Hope	-	-	-	-	-	-	-	238	238	
Total Senior High Schools	5,462	5,693	5,013	4,693	22	20,861	-	1,215	22,098	
Adult Education	1,505	220	330	1,299	-	3,354	-	96	3,450	

SCHOOL	REGULAR DAY			SDC		TOTAL STUDENTS
	7th	8th	Subtotal	Hosp/Hm	Sp Ed	
Ball	574	606	1,180	-	45	1,225
Brookhurst	639	616	1,255	-	66	1,321
Dale	585	680	1,265	1	38	1,304
Lexington	658	541	1,199	1	20	1,220
Orangeview	453	482	935	-	69	1,004
Oxford	207	199	406	-	-	406
South	704	752	1,456	1	41	1,498
Sycamore	751	772	1,523	-	56	1,579
Walker	564	597	1,161	-	37	1,198
Total Comprehensive	5,135	5,245	10,380	3	372	10,755
Polaris Opp. Day #62	-	-	-	-	-	-
Polaris High School #61	-	-	-	-	-	-
Home	4	9	13	-	-	13
Community Day School	1	28	29	-	-	29
Total Alternative Ed	5	37	42	-	-	42
Total Junior High Schools	5	37	42	-	-	10,797

DISTRICT TOTAL - WITHOUT ADULT ED.	32,895
DISTRICT TOTAL - WITH ADULT ED.	36,345