

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: June 19, 2009

To: Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Thomas "Hoagy" Holguin, P.O. Box 3520, Anaheim, CA 92803-3520
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

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 25th day of June 2009

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

Closed Session-2:00 p.m.

Open Session - 6:00 p.m.



Joseph M. Farley, Ed.D.
Superintendent

BOARD OF TRUSTEES
Agenda
Thursday, June 25, 2009
Closed Session–2:00 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.

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| 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.

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| 4. | CLOSED SESSION | ACTION/INFORMATION ITEM |
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The Board of Trustees will meet in closed session for the following purposes:

- 4.1 To consider matters pursuant to Government Code Section 54956.8: Conference with property negotiators Dr. Farley, Mr. Holcomb, Dr. Navarro, Mr. Cowen, Mrs. Poore, and Mr. Lee-Sung concerning an office building and parking lot that is owned by the district at 525 North Muller Street, Anaheim, California.
- 4.2 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Farley, Dr. Navarro, Mr. Cowen, 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).
- 4.3 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, anticipated litigation Case No. 388883.
- 4.4 To consider matters pursuant to Government Code section 54956.9 (a): Conference with legal counsel, existing litigation LASC Case No. BC361068, JCCP No. 4522.

- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment, assistant principals.
- 4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2008-09-7 and HR-2008-09-8.
- 4.7 To consider matters pursuant to Education Code Section 48918: Expulsion of students 08-308, 08-309, 08-312, 08-317, 08-318, 08-319, 08-320, 08-321, 08-322, 08-324, 08-325, 08-326, 08-327, 08-328, 08-329, 08-330, 08-331, 08-332, 08-333, 08-335, 08-336, 08-337, 08-338, 08-339, 08-340, 08-341, 08-342, 08-343, 08-345, 08-346, 08-347, 08-349, 08-350, 08-351, and 08-352.

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

5.1 Reconvene Meeting

The Board of Trustees will reconvene into open session.

5.2 Pledge of Allegiance and Moment of Silence

Kathy Scott, Oxford Academy principal, will lead the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

6. INTRODUCTION OF GUESTS **INFORMATION ITEM**

7. REPORTS **INFORMATION ITEM**

7.1 Closed Session

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

7.2 Principal's Report

Mrs. Scott will present a report on Oxford Academy.

7.3 Reports of Associations

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

8. PRESENTATIONS **INFORMATION ITEM**

The Board of Trustees will honor Dave Cowen, assistant superintendent, administration, for 10 years of service to the Anaheim Union High School 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 **Opening of Sealed Written Bids, 525 N. Muller Street, Anaheim, California** **ACTION ITEM**

The Board of Trustees is requested to open, examine, declare, and consider all sealed written bids for the 525 N. Muller Street property.

Recommendation:

It is recommended that the Board of Trustees direct the superintendent or his designee to open, examine, declare, and consider all sealed written bids for the 525 N. Muller Street property.

10.2 **Receipt of Oral Bids and Public Auction, 525 N. Muller Street, Anaheim, California** **ACTION ITEM**

The Board of Trustees is requested to open a public auction and receive oral bids for the 525 N. Muller Street property.

Recommendation:

It is recommended that the Board of Trustees direct the superintendent or his designee to open a public auction and to receive, examine, declare, and consider all oral bids for the 525 N. Muller Street property.

10.3 **Acceptance of Final Bid, 525 N. Muller Street, Anaheim, California** **ACTION ITEM**

The Board of Trustees is requested to accept the highest responsible bid, whether written or oral. The Board of Trustees reserves the right to reject any and all bids, written or oral, or to withdraw the 525 N. Muller Street property from sale. The Board of Trustees reserves the right to determine who is a responsible bidder and also reserves the right to waive any and all defects in bids and to waive irregularities.

Recommendation:

It is recommended that the Board of Trustees direct the superintendent or his designee to accept the highest responsible bid whether written or oral, for the 525 N. Muller Street property and to complete the sale of the property in accordance with Resolution No. 2008/09-F-03 or to reject all bids, call for new bids, or remove the property from sale.

10.4 **Public Hearing, Disclosure of Collective Bargaining Agreements with AFSCME and CSEA** **INFORMATION ITEM**

In accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213), the Board of Trustees is requested to hold a public hearing on the memorandums of understanding with the American Federal of State, County and Municipal Employees (AFSCME) and the California School Employees Association (CSEA), as described in board agenda items 10.5 and 10.6.

Recommendation:

Although this is an information item, requiring no formal action by the Board of Trustees, it is recommended that the board formally open the public hearing to provide the public an opportunity to speak on the memorandums of understanding.

10.5 **Memorandum of Understanding, AFSCME** **ACTION ITEM**

The Board of Trustees is requested to approve the memorandum of understanding (MOU) with the American Federation of State, County and Municipal Employees (AFSCME), for a Non-Work/Paid Holiday for 2009-10. The one-year agreement states that the non-student day on January 29, 2010, will be a non-work/non-paid day for hourly employees. Since the 2009-10 student/teacher calendar begins prior to the Labor Day holiday, the Education Code requires that employees be paid for the holiday. This agreement was reached in order to offset the cost of this additional paid holiday. The employee's total number of paid days is unchanged, and there will be no additional cost incurred to the district as a result of this MOU. The signature was not available at the time of printing. **[EXHIBIT A]**

Recommendation:

It is recommended that the Board of Trustees approve the memorandum of understanding (MOU) with the American Federation of State, County and Municipal Employees (AFSCME).

10.6 **Memorandum of Understanding, CSEA** **ACTION ITEM**

The Board of Trustees is requested to approve the memorandum of understanding (MOU) with the California School Employees Association (CSEA), for a Non-Work/Paid Holiday for 2009-10. The one-year agreement states that the non-student day on January 29, 2010, will be a non-work/non-paid day for hourly employees. Since the 2009-10 student/teacher calendar begins prior to the Labor Day holiday, the Education Code requires that employees be paid for the holiday. This agreement was reached in order to offset the cost of this additional paid holiday. The employee's total number of paid days is unchanged, and there will be no additional cost incurred to the district as a result of the MOU. **[EXHIBIT B]**

Recommendation:

It is recommended that the Board of Trustees approve the memorandum of understanding (MOU) with the California School Employees Association (CSEA).

10.7 **Report on District Vending Machines** **ACTION/INFORMATION ITEM**

The Board of Trustees will receive a report on district vending machines. Two deadlines are converging this summer, which will impact the sale of carbonated beverages on district campuses. The district's existing contract for beverage vending machines will end on August 31, 2009, which is after a July 1, 2009, requirement that schools be fully compliant with new controls on the sale of carbonated beverages. A committee was established to help provide guidance on the direction that the district should take regarding beverage and snack food vending machines. The committee included representatives from purchasing, food services, maintenance, junior high schools, high schools, athletics, safe schools, accounting, and business services. The committee will present three different options for the board's consideration at the meeting. **[EXHIBIT C]**

Recommendation:

It is recommended that the Board of Trustees receive the report on district vending machines and determine the direction it wishes to take.

10.8 **Update on Measure Z Construction Projects** **INFORMATION ITEM**

The Board of Trustees will receive a detailed update from the facilities department on the district's Measure Z funded construction projects. The presentation will include an analysis of several aspects of bond-funded construction and modernization. Information will also be shared concerning the next phase in construction, including funding options. The exhibit to

this item includes budget and financial data, program goals, and possibilities for the next phase of construction. **[EXHIBIT D]**

Recommendation:

It is recommended that the Board of Trustees receive the update on the district's Measure Z funded construction projects and direct questions to staff.

10.9 **Update on Future Construction Projects**

ACTION/INFORMATION ITEM

The Board of Trustees will receive an update on future construction projects. In order to fund future construction and modernization projects, staff has identified capitalization of redevelopment revenues as a potential funding source. At the December 11, 2008, Board of Trustees' meeting, the district's financial consultant, Government Financial Services Strategies, Inc., presented information related to the district's entitlements to revenues, projections of the revenues, and available financing options. The Board of Trustees will receive additional information on these options. Questions on this topic may be directed to staff and representatives from Government Financial Strategies, Inc. **[EXHIBIT E]**

Recommendation:

It is recommended that the Board of Trustees receive the update on future construction projects, discuss its interest in pursuing available funding sources discussed in the report, and provide direction to staff related to its desired next course of action.

10.10 **Agreement Amendment, Construction Controls Group, Inc.**

ACTION ITEM

The Board of Trustees is requested to approve the agreement amendment for the continuance of services by Construction Controls Group, Inc. (CCG), by extending the term of the agreement to December 31, 2009, and increasing the contract value by \$389,000, for a new total not to exceed \$3,739,000. The current agreement with CCG will expire on June 30, 2009. The district requires construction and management services to provide support for its construction program. (Facilities Related Funds) **[EXHIBIT F]**

Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment for the continuance of services by Construction Control Group, Inc.

10.11 **Resolution 2008/09-HR-05, Concerning the Reinstatement of Classified Positions from the 2008-09 Reduction in Force (Roll Call Vote)**

ACTION ITEM

The Board of Trustees took action to reduce particular kinds of services provided by classified employees. This action was necessitated by the state-wide budget crisis and significant reductions in district revenues. District staff carried out the board's decision by using a selection process that involved seniority, in accordance with the requirements of the Education Code.

The Board of Trustees is requested to adopt Resolution No. 2008/09-HR-05, to reinstate these classified positions from the 2008-09 Reduction in Force. The reinstatement of a part-time Health Services Technician III is necessary to provide mandated health services to students at Hope School. The reinstatement of the Secretary-Bilingual will provide services to the English Learner Office and BTSA Office, which will now be located in the same area. These positions will be funded using categorical funds, at no cost to the general fund. **[EXHIBIT G]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2008/09-HR-05, by a roll call vote.

10.12 **Public Hearing, 2009-10 Proposed Budget, All (Various Funds) INFORMATION ITEM**

The Board of Trustees is requested to open a public hearing on the 2009-10 proposed budget. Education Code Section 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for their district. The public hearing should be held on or before July 1, and should be held at least three days following availability of the proposed budget for public inspection. At the hearing, any resident of the district has an opportunity to appear and comment on the budget. The budget shall not be finally adopted by the Board of Trustees until after the public hearing has been held.

Recommendation:

Although this is an information item, requiring no formal action, it is recommended that the Board of Trustees open a public hearing to provide the public an opportunity to speak on the 2009-10 proposed budget.

10.13 **Resolution No. 2008/09-B-19, General Fund, and Resolution No. 2008/09-B-20, Various Funds, and Proposed Budget, All Funds (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees is requested to adopt Resolution No. 2008/09-B-19 and Resolution No. 2008/09-B-20. Dianne Poore, assistant superintendent, business, will give a report on the district's current 2008-09 budget and the proposed 2009-10 budget. After thorough analysis and review, the 2008-09 budget has been updated from the Second Interim Report, which was presented and approved by the Board of Trustees in March 2009. Per Education Code Sections 42600 and 42601, all adjustments to the current budget must be approved by a resolution of the Board of Trustees. There are two such resolutions; one resolution summarizes adjustments to the General Fund (2008/09-B-19), and the second resolution summarizes adjustments to all other funds (2008/09-B-20). **[EXHIBIT H and EXHIBIT I]**

In submitting the 2009-10 proposed budget and an implementation plan for budget reductions in 2009-10, it is the Board of Trustees' fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. It is recognized that if the Governor's May 2009 Preliminary Release is enacted as proposed, or if the fiscal condition further deteriorates, the district will implement \$(23,000,000) in ongoing budget reductions in 2010-11, and an additional \$(11,000,000) in reductions in 2011-12 to maintain fiscal solvency. It is further recognized that the district will submit a detailed list of board approved ongoing budget reductions for 2010-11 with the 2009-10 Second Interim Report. Also, per Education Code Section 42127(A), the Board of Trustees must adopt a budget for the subsequent year no later than July 1, 2009. **[EXHIBIT J]**

Recommendations:

1. It is recommended that the Board of Trustees adopt Resolution No. 2008/09-B-19, General Fund, by a roll call vote.
2. It is recommended that the Board of Trustees adopt Resolution No. 2008/09-B-20, Various Funds, by a roll call vote.
3. It is recommended that the Board of Trustees approve the 2009-10 proposed budget, all funds.

10.14 **Resolution No. 2008/09-B-21, Tax Revenue Anticipation Notes**
(Roll Call Vote)

ACTION ITEM

The Board of Trustees is requested to adopt Resolution No. 2008/09-B-21, authorizing the borrowing of funds for fiscal year 2009-10 and the issuance and sale of one or more series of 2009-10 Tax Revenue Anticipation Notes (TRANS), not to exceed \$20,000,000. TRANS are short-term, interest-bearing notes issued by a district in anticipation of taxes and other revenues. TRANS are being considered by 14 Orange County districts to cover brief cash flow shortages. The actual cost of the TRANS will be calculated once a final count of participating districts is known. The TRANS must be repaid by June 30, 2010. This action may be necessitated this July because the state is expected to delay issuance of one or more of the district's apportionments. Please note that the exhibit attached to the resolution is incomplete, and it will not be completed until the transaction is finished. However, the district is requested by Bond Counsel to supply all documents to the board with the blank portions now. The worsening financial condition of the State of California has created many concerns for districts. Passing this resolution does not obligate the district to use a TRANS, but permits the district to pursue one if necessary. The exhibit to this item is lengthy; therefore, the complete exhibit is being distributed to the Board of Trustees only, but the entire exhibit is available upon request, at the Business Office, 501 Crescent Way, Anaheim, California, to any interested member of the public. **[EXHIBIT K]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2008/09-B-21, Tax Revenue Anticipation Notes, by a roll call vote.

10.15 **Resolution No. 2008/09-B-22, Appointing and Employing Certain Consultants in Connection with the Development of the District's 2009 School Facility Bridge Restructuring Program, Declaring the District's Intention to Reimburse Expenditures from the Proceeds of Tax-Exempt Obligations to be Issued or Incurred by the District, and Approving Certain Related Actions (Roll Call Vote)**

ACTION ITEM

The Board of Trustees is requested to adopt Resolution No. 2008/09-B-22. The Anaheim Union High School District ("district") developed and implemented the School Facility Bridge Funding Program in 1999 (the "1999 Program"), to provide interim and permanent funding for certain priority school projects approved by the Board of Trustees (the "Governing Board"). The 1999 Bridge Program was funded by the issuance of adjustable-rate/multimode certificates (the "Bridge Certificates"). The 1999 Bridge Program structure provides the district with multiple interest rate modes including a: 1) Weekly Rate Mode; 2) Target Rate Mode; 3) Extended Rate Mode; and 4) Fixed Rate Mode. The Bridge Certificates are currently in the Weekly Rate Mode, with the following average interest rate and interest rate savings realized by the district to date:

SCHOOL FACILITY BRIDGE PROGRAM CERTIFICATE ISSUE	AVERAGE WEEKLY INTEREST RATE	INTEREST SAVINGS SINCE INCEPTION ⁽¹⁾
1999 BRIDGE CERTIFICATES	2.44%	\$6,500,000

(1) Represents the District's interest rate savings compared to an average 30-year fixed interest rate.

The primary purchasers of the District's Weekly Rate Certificates are the large tax-exempt money market mutual funds. As a result of the unprecedented events that occurred in the Capital Markets, beginning in September of 2008, the world-wide liquidity crunch, and investors' fears of principal loss on their money market funds created a massive outflow of investors from the money market funds. This lack of liquidity temporarily pushed short-term Weekly Interest Rates to unprecedented levels. The district's Weekly Interest Rates temporarily spiked from the low 2 percent average levels to 8 percent levels. In subsequent weeks, these fears subsided sharply, which brought the Weekly Interest Rates back to comparative low levels of below 3 percent. The district's current weekly interest rate is 1.50 percent.

The Adjustable Rate Multi-Mode Structure of the district's 1999 Program requires a Standby Liquidity Facility (the "Liquidity Facility"). The purpose of the Liquidity Facility is to purchase any, if any, of the district's 1999 Program Certificates in the event the Remarketing Agent, Piper Jaffray, cannot remarket the Certificates to investors. This added security provides the district with the ability to benefit from very low short-term interest rates while deferring the risk of any failed remarketing to the Liquidity Facility provider. The Liquidity Facility provider under the District's 1999 Program is Wachovia Bank, National Association ("Wachovia"), which is now owned by Wells Fargo Bank.

The unprecedented events of September 2008, prompted Wachovia and other similar credit worthy banks to reconsider their role as a liquidity provider. Wachovia has been renewing its Liquidity Facility under the district's 1999 Program on a 3 to 6 month TEMPORARY basis predicated on the district's plan to replace its Liquidity Facility as soon as possible. The district's financing team recently obtained an additional extension of the Wachovia Liquidity Facility, which EXPIRES on AUGUST 31, 2009.

Without further extensions of the Wachovia Liquidity Facility, the district will be REQUIRED to convert from the low WEEKLY Rate Mode to a significantly higher FIXED Interest Rate Mode for the remaining 21-year term under the 1999 Program financing documents. The district's current weekly interest rate is 1.50 percent, while fixed interest rates for the remaining term of the 1999 Program range from 6.50 percent to 7.50 percent, depending on market conditions at the time of conversion.

An additional impact of the recent events affecting the Capital Markets is the broad devaluation of the bond insurance industry as a whole. This devaluation has significantly DECREASED the value of bond insurance and in some circumstances made bond insurance counterproductive. The district's payments due under the Bridge Certificates are guaranteed by a bond insurance policy provided by Financial Security Assurance (the "FSA Bond Insurance"). Although the district's interest rate is currently a very low 1.50 percent, a replacement of the FSA Bond Insurance payment guarantee with a Direct-Pay Letter of Credit payment guarantee can further reduce the district's interest rate to a 1.00 percent level under current market conditions.

The district's financing team has successfully secured liquidity facility and payment guarantees with U.S. Bank (the "U.S. Bank Credit Facility") for their other California public school district clients' Bridge Certificates. U.S. Bank is currently the 6th largest and HIGHEST rated commercial bank in the country. Due to its financial standing in the Capital Markets, credit facilities provided by U.S. Bank are the most valued by investors. The REPLACEMENT of the current Wachovia Liquidity Facility/FSA Bond Insurance with the U.S. Bank Credit Facility will enable the district to accomplish the following financial objectives established under its 1999 Bridge Program:

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| <ul style="list-style-type: none"> ▪ CONTINUE to benefit from very LOW short term interest rates (1% to 3% depending on the interest rate mode selected) available under the 1999 Bridge Program adjustable-rate/multimode structure; |
| <ul style="list-style-type: none"> ▪ SIGNIFICANTLY REDUCE the District's Bridge Certificates annual payment requirements for the next few years during the state of California budget reductions to school districts. |

The REPLACEMENT of the Wachovia Liquidity Facility/FSA Bond Insurance with the U.S. Bank Credit Facility and the RESTRUCTURING of the district's payments under the 1999 Bridge Program incorporates a 2-STEP approval process by the "Governing Board". Resolution No. 2008/09-B-22 (the "Initial Resolution"), which will, upon adoption by the Board of Trustees, approve/authorize district staff and its financing team ("Financing Team") to proceed with the DEVELOPMENT phase of the restructuring of the 1999 Bridge Program.

Under the development phase, the district's financing team will proceed with the approval of the following activities:

- SECURE U.S. BANK CREDIT FACILITY: The financing team will complete the activities required to secure a commitment from U.S. Bank to provide a Direct-Pay Letter of Credit to the district for its Bridge Certificates.
- DEVELOP PAYMENT RESTRUCTURE OPTIONS: The financing team will develop the Bridge Certificate payment restructuring options available to the district with the U.S. Bank Credit Facility.
- PREPARE BRIDGE PROGRAM FINANCING DOCUMENTS: The Financing Team will prepare the financing documents needed to complete the U.S. Bank Credit Facility replacement and Bridge Certificate payment restructuring.

The development phase is expected to take 30 to 45 days. Once the above development activities are completed, a FINAL resolution will be submitted to the board for approval of the IMPLEMENTATION activities required to complete the restructuring of the district's Bridge Certificates. Completion of the implementation phase by August 31 could enable the district to ELIMINATE the \$1.2 million payment currently due on September 1 under the Bridge Certificates.

BUDGET CONSIDERATIONS:

The U.S. Bank Credit Facility and restructuring of the Bridge Certificate payments will enable the district to significantly REDUCE its interest rates and annual payments due over the next several years. ALL expenses for the restructuring will be funded from the Bridge Certificate proceeds and NO General Fund monies will be required.

Funding Source: Bridge Certificate Proceeds
 Budgeted: Not Applicable
 Amount: \$0: No additional expense from the District General Fund

[EXHIBIT L]

Recommendation:
 It is recommended that the Board of Trustees adopt Resolution No. 2008/09-B-22, approving and authorizing the activities required to restructure the 1999 Bridge Funding Program during the development phase, by a roll call vote.

10.16 **Secondary District Plan and Application for Work Experience Education Program** **ACTION ITEM**

The Board of Trustees is requested to approve the Secondary District Plan and Application for the Work Experience Education Program. The plan for Work Experience Education must be updated and approved by the Board of Trustees every five years. The application and plan include the Work Experience Education course description and course outline, work training agreement, procedures for granting academic credit in Work Experience Education, and the Work Experience Education job description. No costs will be incurred by the district. **[EXHIBIT M]**

Recommendation:

It is recommended that the Board of Trustees approve the Secondary District Plan and Application for the Work Experience Education Program.

10.17 **Agreement, California State University, San Bernardino** **ACTION ITEM**

The Board of Trustees is requested to approve the School Psychology Training Program: Pupil Personnel Services Credential, with California State University, San Bernardino, June 26, 2009, through June 30, 2014. College students in the school psychology training program will be placed in fieldwork sites with supervision by a qualified district psychologist. The agreement provides for the district to serve as a fieldwork site providing students with the experiences that will meet their fieldwork requirements. District psychologists will serve as mentors for the fieldwork supervision according to the guidelines of the program and required specific training experiences. This is an unpaid internship and California State University, San Bernardino, does not require an extensive contract. The services will be provided at no cost to the district. **[EXHIBIT N]**

Recommendation:

It is recommended that the Board of Trustees approve the School Psychology Training Program: Pupil Personnel Services Credential, with California State University, San Bernardino.

10.18 **Agreement, Anaheim Public Utilities Energy Efficiency Incentive Program** **ACTION ITEM**

The Board of Trustees is requested to approve the Anaheim Public Utilities Energy Efficiency Incentive Program rebate agreement. The purpose of the program is to implement energy management software on computers in the Anaheim Public Utilities service area, which includes the schools east of Cypress High School. The estimated annual savings is approximately \$421,958 at 10¢ per kwh. The initial rebate will cover the licensing costs of the energy management software. **[EXHIBIT O]**

Recommendation:

It is recommended that the Board of Trustees approve the Anaheim Public Utilities Energy Efficiency Incentive Program rebate agreement.

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 **Declaration of Need for Fully Qualified Educators**

Approve the Declaration of Need for Fully Qualified Educators, which is a requirement established by the State Commission on Teacher Credentialing, to permit the district to employ certificated staff members in certain identified areas of need. The declaration permits the district to hire teachers with an emergency Cross-Cultural and Language Development (CLAD); Bilingual Cross-Cultural and Language Development (BCLAD); Language, Speech and Hearing; and Special Class Authorization, as well as interns for subject areas that are difficult to fill. Many California districts experience shortages of teachers in these areas. The declaration is effective June 25, 2009, through June 30, 2010. **[EXHIBIT P]**

Recommendation:

It is recommended that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators, as required by the State Commission on Teacher Credentialing.

11.2 **Agreement Amendment, University of California, Irvine**

Ratify the agreement amendment to the consulting agreement with the University of California, Irvine, Irvine Math Project. This additional service was requested by the math teachers at Sycamore Junior High School to assist them in addressing the needs of students who are struggling with math. Professional staff development services were provided to Sycamore Junior High School math teachers, December 3, 2008, through February 26, 2009, at a cost of \$3,300. (Title II Funds) **[EXHIBIT Q]**

Recommendation:

It is recommended that the Board of Trustees ratify the amendment to the consulting agreement with the University of California, Irvine, Irvine Math Project.

11.3 **Agreement Amendment, Puleo Educational Consulting**

Approve the agreement amendment with Puleo Educational Consulting, to extend the term of the original consulting agreement to June 30, 2010. The original agreement was approved at the February 12, 2009, board meeting, effective February 17, 2009, through June 30, 2009. No additional costs will be incurred by the district. **[EXHIBIT R]**

Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment with Puleo Educational Consulting.

11.4 **Agreement, Orange County Superintendent of Schools**

Approve the participation agreement with the Orange County Superintendent of Schools for Medi-Cal Administrative Activities. This is an annual agreement that facilitates the collection of funds for billable Medi-Cal services. Services will be provided July 1, 2009, through June 30, 2010, at no cost to the district. **[EXHIBIT S]**

Recommendation:

It is recommended that the Board of Trustees approve the participation agreement with the Orange County Superintendent of Schools.

11.5 **Agreement Renewal, School Facility Consultants**

Approve the renewal of an existing agreement with School Facility Consultants. The consultant is used to assist the district in obtaining and maximizing state funding. Education Code Section 17596 allows contracts for services to be extended up to five years. This will be the fourth year of the contract, which will continue with the same terms and conditions of the agreement. As of June 30, 2009, it is anticipated that there will be approximately \$65,000 remaining on the contract. It is anticipated that \$40,000 will be needed to cover expenses during the 2009-10 year. At this time no further funds are requested.

[EXHIBIT T]

Recommendation:

It is recommended that the Board of Trustees approve the renewal of an existing agreement with School Facility Consultants.

11.6 **Agreement, Stutz Artiano Shinoff and Holtz, APC**

Approve the attorney-client retainer agreement with Stutz Artiano Shinoff and Holtz, APC, for legal consultation and assistance, which is not provided by attorneys with the Orange County Department of Education. The services are typically related to personnel management and personnel related litigation. Services will be provided for the 2009-10 year, at a cost not to exceed \$150,000. (General Funds) **[EXHIBIT U]**

Recommendation:

It is recommended that the Board of Trustees approve the attorney-client retainer agreement with Stutz Artiano Shinoff and Holtz, APC.

11.7 **Best Best and Krieger, LLP**

Approve a monetary increase to an existing agreement with Best Best and Krieger, LLP. The existing agreement for the 2008-09 year is \$720,000, which was approved at the June 26, 2008 board meeting. The requested increase of \$260,000 is the result of the actual cost of litigation activities during the 2008-09 year that required ongoing legal services in excess of the anticipated amount approved last year. (Measure Z Funds, Maintenance Funds, and/or other funds as appropriate)

Recommendation:

It is recommended that the Board of Trustees approve the increase in the agreement for legal services with Best Best and Krieger, LLP.

11.8 **Agreement, Best Best and Krieger, LLP**

Approve the agreement for the continuance of legal services by Best Best and Krieger, LLP. The district requires legal services to provide support due to litigation or other matters requiring legal expertise. Best Best and Krieger, LLP has been providing the district with legal services primarily for the district's facilities and construction program. Continuance of the services of the law firm for the 2009-10 year, will be provided at a cost not to exceed \$600,000. (Measure Z Funds, Maintenance Funds, and/or other funds as appropriate)

[EXHIBIT V]

Recommendation:

It is recommended that the Board of Trustees approve the agreement for the continuance of legal services by Best Best and Krieger, LLP.

11.9 **Transportation Agreement, University High School**

Ratify the transportation agreement to pay the parent of a special education student attending University High School, where the student attends the OCDE Hearing Impaired Program, 4771 Campus Drive, Irvine, California, for round trip daily transportation, June 22, 2009, through June 23, 2010, at a cost not to exceed \$4,271.80. (Special Education Funds) **[EXHIBIT W]**

Recommendation:

It is recommended that the Board of Trustees ratify the transportation agreement for transportation to University High School.

11.10 **Transportation Agreement, Oak Middle School**

Ratify the transportation agreement to pay the parent of a special education student attending Oak Middle School, 10821 Oak Street, Los Alamitos, California, for round trip daily transportation, June 25, 2009, through June 17, 2010, at a cost not to exceed \$12,240. (Special Education Funds) **[EXHIBIT X]**

Recommendation:

It is recommended that the Board of Trustees ratify the transportation agreement for transportation to Oak Middle School.

11.11 **Consolidated Application, Part One**

The Consolidated Application is used by the California Department of Education to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each Local Educational Agency (LEA) submits Part One of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs.

Additionally, the Consolidated Application, Part One, requires districts to submit data to indicate that the legal requirements of the programs have been met. For example, the district must submit school level Title I data to verify the number of students served by Title I programs. Assurances are included that the district is following the state's standards-based curriculum. Suspension and expulsion data are submitted to verify that the goals of the Safe and Drug Free Schools and the School Safety and Violence Prevention programs are being met. Data must also be submitted to verify that the district is only placing highly qualified teachers and paraprofessionals at Title I funded schools.

The Anaheim Union High School District participates in the following programs listed on the Consolidated Application, Part One:

- Title I, Part A (Basic Grant), NCLB Section 101
- Title II, Part A (Teacher Quality), NCLB Section 2101
- Title III, Part A (LEP Students), NCLB section 301
- Title IV, Part A (Safe and Drug Free Schools), NCLB Section 4001
- School Safety and Violence Prevention, AB1113, 1999, and EC 32228
- Cal-SAFE (California School Age Families Education), EC 54740 and EC 54749.5
- Economic Impact Aid (Compensatory Education), EC 54000
- Peer Assistance Review (Teacher Professional Development), EC 44500
- TUPE (Tobacco Use and Prevention Program), H and S 104350
- Middle and High School Supplemental Counseling Program, EC 52378 and EC 52380

The Consolidated Application requires Board of Trustees approval in order to be certified on June 30, 2009. A copy of the Consolidated Application, Part One, is available for review upon request, in the Special Programs Office, at 501 Crescent Way, Anaheim, California.

Recommendation:

It is recommended that the Board of Trustees approve the submission of the Consolidated Application, Part One.

11.12 **Rejection of Liability Claim**

Reject a liability claim that was filed on June 8, 2009, and was identified as AUHSD 09-16 (Tort Claim #264). After review, staff determined that the claim was not a proper charge against the district. This matter concerns damage to personal property.

Recommendation:

It is recommended that the Board of Trustees reject AUHSD 09-16 (Tort Claim #264), as not a proper charge against the district and authorize staff to send the notice of rejection.

11.13 **Amend Bid No. 2009-04, Individualized Transportation Services, Part A, Child Shuttle**

Amend the original Bid No. 2009-04, Individualized Transportation Services, Part A, with Child Shuttle, December 12, 2008, through December 11, 2009, increasing the amount by \$55,000, for a new total not to exceed \$105,000. The original amount of \$50,000 was used as an annual estimate for services anticipated for a one-year period. (General, Special Education, and Title I Funds)

Recommendation:

It is recommended that the Board of Trustees approve the amendment to the original Bid No. 2009-04, Individualized Transportation Services, Part A, with Child Shuttle.

11.14 **Amend Bid No. 2009-04, Individualized Transportation Services, Part B, Yellow Cab of Greater Orange County**

Amend the original Bid No. 2009-04, Individualized Transportation Services, Part B, with Yellow Cab of Greater Orange County, December 12, 2008, through December 11, 2009, increasing the amount by \$10,000, for a new total not to exceed \$30,000. The original amount of \$20,000 was used as an annual estimate for services anticipated for a one-year period. (General, Special Education, and Title I Funds)

Recommendation:

It is recommended that the Board of Trustees approve the amendment to the original Bid No. 2009-04, Individualized Transportation Services, Part B, with Yellow Cab of Greater Orange County.

11.15 **Rescind Award**

Rescind the award of contract to So Cal Glazing, which was originally approved at the April 23, 2009, board meeting, as described below. After awarding the contract, So Cal Glazing failed to provide insurance coverage as required in its bid documents, which is an unwaivable material bid deviation.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2009-15	Glass Replacement	So Cal Glazing	\$26,600

Anaheim High School Building #15
(Measure Z Funds)

Recommendation:

It is recommended that the Board of Trustees rescind the award of contract to So Cal Glazing.

11.16 **Rejection of Bids**

Reject all bids as listed.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>
2009-15	Glass Replacement Anaheim High School Building #15	Reject all bids

Recommendation:

It is recommended that the Board of Trustees reject all bids.

11.17 **Award of Bid**

Award the bid as listed.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2009-14*	Concrete Corridor Remediation Site Concrete Remediation, Upper Stair Landing Remediation, and Pedestrian Coating Anaheim High School Building #15 (Measure Z Funds)	Southcoast Construction Services	\$136,000

* Declare the second lowest bid submitted by Roadway Engineering as non-responsive due to its failure to provide a complete list of subcontractors, as part of the bid documents submitted, as required by the contract documents and listed in the Instruction to Bidders, which is an unwaivable material bid deviation.

Recommendation:

It is recommended that the Board of Trustees award the bid as listed and declare the second lowest bid to be non-responsive.

11.18 **Instructional Materials Submitted for Adoption**

Adopt the selected books. The Instructional Material Review Committee has recommended the selected books for use in English language arts and foreign language. The books have been made available for public review. **[EXHIBIT Y]**

Recommendation:

It is recommended that the Board of Trustees approve the adoption of the selected books.

11.19 **Donations**

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
District Office	Anaheim Prep Sports/Activities Foundation	\$50,000

11.20 **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 Z]

11.21 **Institutional Membership**

Orange County School Boards Association, July 1, 2009, through June 30, 2010, \$125.
(General Funds)

Recommendation:

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

11.22 **Individual Service Contracts**

Recommendation:

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

11.23 **Certificated Personnel Report**

Recommendation:

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

11.24 **Classified Personnel Report**

Recommendation:

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

11.25 **Field Trip Report**

Recommendation:

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

11.26 **Purchase Order Detail Report**

Recommendation:

It is recommended that the Board of Trustees ratify the purchase order detail report as submitted. [EXHIBIT EE]

11.27 **Check Register/Warrants Report**

Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report as submitted. [EXHIBIT FF]

11.28 **Board of Trustees' Meeting Minutes**

11.28.1 May 14, 2009, Regular Meeting [EXHIBIT GG]

11.28.2 May 29, 2009, Special Meeting [EXHIBIT HH]

11.28.3 June 4, 2009, Regular Meeting [EXHIBIT II]

Recommendation:

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

12. **SUPPLEMENTAL INFORMATION** **INFORMATION ITEM**

12.1 Minutes of Department Meetings [EXHIBIT JJ]

12.2 Cafeteria Fund, April 2009 [EXHIBIT KK]

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, July 16, 2009, at 6:00 p.m.

Thursday, August 6
Thursday, August 27
Thursday, September 10
Thursday, September 24

Thursday, October 15
Thursday, November 5
Thursday, December 10

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 Monday, June 22, 2009.

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

American Federation of State, County and Municipal Employees (AFSCME)

Non-Work Day/Paid Holiday for 2009-2010

Due to the Student/Teacher calendar for 2009-2010, the following agreement has been reached between AUHSD and AFSCME.

For hourly employees, January 29, 2010 will be a non-work, non-paid day. Employees may continue to request to have a vacation day applied to this non-work, non-paid day.

AFSCME employees, including hourly employees, who start their work year on or before September 8, 2009 will be provided with an additional paid holiday for the Labor Day holiday on September 7, 2009.

This results in an additional paid holiday and one less workday for the 2009-2010 school year for hourly employees. The total number of paid days is unchanged.

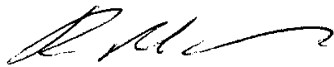
January 29, 2009 continues to be a work day for all other employees.

This is a one-year agreement and does not set precedent for any other future agreement of negotiations. This agreement will sunset on June 30, 2010.

This agreement is dated: _____

For the District:

For AFSCME:



Russell Lee-Sung
Assistant Superintendent
Human Resources

Gerald Adams
President
Local 3112

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Non-Work Day/Paid Holiday for 2009-2010

Due to the Student/Teacher calendar for 2009-2010, the following agreement has been reached between AUHSD and CSEA.

For hourly employees, January 29, 2010, will be a non-work, non-paid day. Employees may continue to request to have a vacation day applied to this non-work, non-paid day.

CSEA employees, including hourly employees, who start their work year on or before September 8, 2009, will be provided with an additional paid holiday for the Labor Day holiday on September 7, 2009.

This results in an additional paid holiday and one less workday for the 2009-2010 school year for hourly employees. The total number of paid days is unchanged.

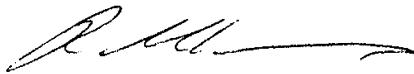
January 29, 2009, continues to be a work day for all other employees.

This is a one-year agreement and does not set precedent for any other future agreement of negotiations. This agreement will sunset on June 30, 2010.

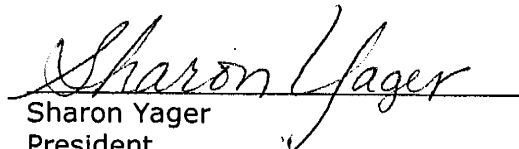
This agreement is dated: 6/4/09

For the District:

For CSEA:



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74

Anaheim Union High School District
Beverage and Snack Food Committee's Findings

Findings (Pros & Cons)

The committee developed 3 options: Listed the Pros & Cons of each and are as follows:

Option 1:

100% Compliant (ALL SNACKS, ALL BEVERAGES)

Including staff lounges - contracting with only one (1) vendor

PROS	CONS
Support of Wellness Policy.	Utility costs of \$400-\$900 per machine/yr. estimated by So. Cal. Edison representative would generally exceed the revenue earned from the machines.
Complies with current laws.	Loss of Revenue due to reduced profit margin on healthy snack and food choices, as well as reduced overall sales.
Adults set example for students.	Little to no up front incentive money.
District deals with only one vendor.	Possible competition with Food Service.
Reduces possibility of non-compliant food sold in authorized machines.	Extra trash generated around school campuses.
	Possibility of theft and break-ins.
	Possibility of unauthorized vending machine and vending contracts.
	Cash handling subject to possible theft.

Option 2:

100% Compliant (ALL SNACKS, ALL BEVERAGES)

Exception: Facility used by general public after hours and staff lounges - contracting with only one (1) vendor

PROS	CONS
Possibility of earning higher revenues from adults and students participating in after-school sports and weekend activities.	Utility costs of \$400-\$900 per machine/yr. estimated by So. Cal. Edison representative would generally exceed the revenue earned from the machines.
District deals with only one vendor.	Timers necessary to insure compliance with SB 965 (Set wrong, broken, reset for daylight savings time).
	Possible competition with Food Service.
	Perception of adults not supporting "Wellness Policy".
	Extra trash generated around school campuses.
	Possibility of theft and break-ins.
	Possibility of unauthorized vending machine and vending contracts.
	Cash handling subject to possible theft.
	Food Service could lose federal funding if found to be non-compliant.

Anaheim Union High School District
Beverage and Snack Food Committee's Findings

Option 3:
Remove machines completely

PROS	CONS
District saves utility costs.	No revenue is generated for ASB.
No compliance issues.	Inconvenient for students to obtain snacks.
No competition with Food Services.	
Less trash.	
No concern of theft or burglary.	
No unauthorized contracts.	
No concerns regarding cash handling.	

ANAHEIM UNION HIGH SCHOOL DISTRICT
Vending Machine Discovery Data as of 5/1/09

School/Department	Vending Company	Snack or Bev S or B	Location On Campus	Timer Y or N	Approximate Revenue/Monthly
Adult Education	N/A	N/A	N/A	N/A	N/A
Anaheim High School	Above All Vending	S & B	Behind Café	N	\$150.00 FOR 3
Anaheim High School	Above All Vending	S & B	In ROTC	N	-
Anaheim High School	Above All Vending	S & B	Outside Music Room	N	-
Anaheim High School	Coca-Cola	B	Outside Boy's L/R	N	\$750.00 FOR 8
Anaheim High School	Coca-Cola	B	Field	N	-
Anaheim High School	Coca-Cola	B	Faculty Lounge	N	-
Anaheim High School	Coca-Cola	B	ROTC	N	-
Anaheim High School	Coca-Cola	B	Inside Boy's L/R	N	-
Anaheim High School	Coca-Cola	B	Inside Boy's L/R	N	-
Anaheim High School	Coca-Cola	B	Inside Girl's L/R	N	-
Anaheim High School	Coca-Cola	B	Inside Girl's L/R	N	-
Anaheim High School	Coca-Cola	B	Inside Girl's L/R	N	-
Ball Junior High School	Coca-Cola	B	Near Main Office	N	50.00
Ball Junior High School	Coca-Cola	B	Staff Lounge	N	50.00
Ball Junior High School	VIP Vending	S	Outside Lounge	N	\$50.00-75.00
Ball Junior High School	VIP Vending	S	Outside Gym	Y	\$50.00-75.00
Brookhurst Junior High School	Coca-Cola	B	Basketball Cts	Blank	45.00
Community Day School	N/A	N/A	N/A	N/A	N/A
Cypress High School	Coca-Cola	B	Outside Boy's L/R	N	\$800.00 FOR 8
Cypress High School	Coca-Cola	B	Outside Boy's L/R	N	-
Cypress High School	Coca-Cola	B	Outside Girl's L/R	N	-
Cypress High School	Coca-Cola	B	Outside Girl's L/R	N	-
Cypress High School	Coca-Cola	B	Quad	N	-
Cypress High School	Coca-Cola	B	Quad	N	-
Cypress High School	Coca-Cola	B	Quad	N	-
Cypress High School	Coca-Cola	B	Quad	N	-
Cypress High School	Vendopoly	S	Quad	N	\$250.00 FOR 2
Cypress High School	Vendopoly	S	Quad	N	-
Date Junior High School	Coca-Cola	B	Teacher's Lnge	N	20.00
Date Junior High School	Coca-Cola/Royal Vendors	B	W Side of Gym	N	45.00
Date Junior High School	Coca-Cola	B	Boy's Locker	N	\$170.00 FOR 3

ANAHEIM UNION HIGH SCHOOL DISTRICT
Vending Machine Discovery Data as of 5/1/09

School/Department	Vending Company	Snack or Bev S or B	Location On Campus	Timer Y or N	Approximate Revenue/Monthly
Dale Junior High School	Coca-Cola	B	Girl's Locker	N	\$ -
Dale Junior High School	Coca-Cola	B	N Side of Gym	N	\$ -
Dale Junior High School	Coca-Cola	B	E Side of Band	N	\$30.00 FOR 2
Dale Junior High School	Coca-Cola	B	E Side of Band	N	\$ -
District Office	Max Snax	B/S	DO Lounge	N	\$ 15.00
District Office	Max Snax	S	DO Lounge	N	\$ 15.00
Food Service	N/A	N/A	N/A	N/A	N/A
Gilbert South/Polaris Opp/Polaris High	Coca-Cola	B	Staff Lounge	N	\$600.00 FOR 5
Gilbert South/Oolaris Opp/Polaris High	Coca-Cola	B	Breezeway	N	\$ -
Gilbert South/Polaris Opp/Polaris High	Coca-Cola	B	Breezeway	N	\$ -
Gilbert South/Polaris Opp/Polaris High	Coca-Cola	B	Breezeway	N	\$ -
Gilbert South/Polaris Opp/Polaris High	Coca-Cola	B	Breezeway	N	\$ -
Gilbert West	Coca-Cola	B	Near Student Store	Blank	? ?
Gilbert West	Coca-Cola	B	Near Student Store	Blank	? ?
Hope School	PJ Vending Machine	S	Staff Lounge	N	\$ 150.00
Hope School	PJ Vending Machine	B	Staff Lounge	N	\$ 150.00
Katella High School	Coca-Cola	B	Boy's L/R	N	\$143.25 FOR 3
Katella High School	Coca-Cola	B	Boy's L/R	N	\$ -
Katella High School	Coca-Cola	B	Boy's L/R	N	\$ -
Katella High School	Coca-Cola	B	Boy's L/R	N	\$158.96 FOR 2
Katella High School	Coca-Cola	B	Boy's L/R	N	\$ -
Katella High School	Coca-Cola	B	Outside Band Room	N	\$134.81 FOR 2
Katella High School	Coca-Cola	B	Outside Band Room	N	\$ -
Katella High School	Coca-Cola	B	Outside Band Room	N	\$50.69 FOR 2
Katella High School	Coca-Cola	B	Quad	N	\$ -
Katella High School	Coca-Cola	B	Bldg 10	N	\$40.23 FOR 3
Katella High School	Coca-Cola	B	Bldg 10	N	\$ -
Katella High School	Coca-Cola	B	Bldg 10	N	\$ -
Katella High School	Coca-Cola	B	Girl's L/R	N	\$187.49 FOR 3
Katella High School	Coca-Cola	B	Pool	N	\$ -
Katella High School	Coca-Cola	B	Girl's L/R	N	\$ -
Katella High School	Coca-Cola	B	Boy's L/R	N	\$169.50
Katella High School	Vendopoly	S	Boy's L/R	N	\$ -
Katella High School	Vendopoly	S	Girl's L/R	N	\$117.12

ANAHEIM UNION HIGH SCHOOL DISTRICT
Vending Machine Discovery Data as of 5/1/09

School/Department	Vending Company	Snack or Bev S or B	Location On Campus	Timer Y or N	Approximate Revenue/Monthly
Kennedy High School	Coca-Cola	B	Behind Boy's L/R	Y	\$250 FOR 4 (Boy's)
Kennedy High School	Coca-Cola	B	Behind Boy's L/R	Y	-
Kennedy High School	Coca-Cola	B	Behind Girl's L/R	Y	\$300 FOR 5 (Girl's)
Kennedy High School	Coca-Cola	B	Behind Girl's L/R	Y	-
Kennedy High School	Coca-Cola	B	Girl's L/R	N	-
Kennedy High School	Coca-Cola	B	Girl's L/R	N	-
Kennedy High School	Coca-Cola	B	Boy's L/R	N	-
Kennedy High School	Coca-Cola	B	Boy's L/R	N	-
Kennedy High School	Coca-Cola	B	Boy's L/R	N	-
Kennedy High School	Coca-Cola	B	JROTC Room	N	\$75
Kennedy High School	Coca-Cola	B	Girl's L/R	N	-
Lexington Junior High School	Coca Cola	Water Only	Behind Gym	N	75.00
Lexington Junior High School	Coca Cola	Water Only	Behind 204	N	75.00
Loara High School	Coca-Cola	B	Band	N	Blank
Loara High School	Vendopoly	S	By ASB	N	\$100 FOR 5
Loara High School	Vendopoly	B	Quad by 509	N	-
Loara High School	Vendopoly	B	Quad by 509	N	-
Loara High School	Vendopoly	B	Quad by 509	N	-
Loara High School	Vendopoly	B	Quad by 509	N	-
Loara High School	Satron Systems	S	Restrm/208	N	Not Working
Loara High School	TM Mras, Inc.	S	Near 208	N	Blank
Loara High School	Coca-Cola	B	Outside Gym	N	-
Loara High School	Coca-Cola	B	Outside Gym	N	-
Loara High School	Coca-Cola	B	Girl's L/R	N	-
Loara High School	Coca-Cola	B	Girl's L/R	N	\$600.00 FOR 5
Loara High School	Coca-Cola	B	Outside Dance	N	-
Loara High School	Coca-Cola	B	Outside Dance	N	-
Loara High School	Coca-Cola	B	Outside Dance	N	-
Loara High School	Coca-Cola	B	Blank	Blank	Blank
Magnolia High School	Coca-Cola	B	Outside Rm 806	N	100.00
Magnolia High School	Unified Vending	S	Speed Lines	N	20.00
Magnolia High School	Creative Vending	S	Speed Lines	N	100.00
Magnolia High School	Coca-Cola	B	Speed Lines	N	100.00
Magnolia High School	Coca-Cola	B	Speed Lines	N	50.00
Magnolia High School	Coca-Cola	B	Gym	N	-
Magnolia High School	Coca-Cola	B	Gym	N	180.00

ANAHEIM UNION HIGH SCHOOL DISTRICT
Vending Machine Discovery Data as of 5/1/09

School/Department	Vending Company	Snack or Bev S or B	Location On Campus	Timer Y or N	Approximate Revenue/Monthly
Magnolia High School	Creative Vending	S	Gym	N	100.00
Magnolia High School	Coca-Cola	B	Pool Deck	N	110.00
Magnolia High School	Coca-Cola	B	Pool Deck	N	110.00
Magnolia High School	Coca-Cola	B	Outside Rm 909	N	50.00
Magnolia High School	Coca-Cola	B	Baseball Field	N	180.00
Magnolia High School	Coca-Cola	B	Baseball Field	N	150.00
Magnolia High School	Coca-Cola	B	Girl's L/R	N	150.00
Orangeview Junior High School	Coca-Cola	B	Gym	N	75.00
Orangeview Junior High School	Coca-Cola	B	P-2	N	50.00
Oxford Academy	Coca-Cola	B	Outside N. Wall of Locker Room	N	\$350.00 FOR 3
Oxford Academy	Coca-Cola	B	Outside N. Wall of Locker Room	N	-
Oxford Academy	Coca-Cola	B	W. Wall of 500 Bldg. Faculty Lounge	N	12.00
Oxford Academy	CJ & L Vending	S&B	W. Wall of 500 Bldg.	N	240.00
Oxford Academy	CJ & L Vending	B	W. Wall of 500 Bldg.	N	200.00
Savanna High School	C&L Vending	S	Quad	N	209.00
Savanna High School	C&L Vending	S	Quad	N	209.00
Savanna High School	C&L Vending	S	Quad	N	209.00
Savanna High School	C&L Vending	S	Quad	N	209.00
Savanna High School	Coca-Cola	B	Quad	N	22.50
Savanna High School	Coca-Cola	B	Quad	N	22.50
Savanna High School	Coca-Cola	B	Quad	N	22.50
Savanna High School	Coca-Cola	B	Quad	N	22.50
Savanna High School	Coca-Cola	B	Quad	N	22.50
Savanna High School	Coca-Cola	B	Quad	N	22.50
Savanna High School	Coca-Cola	B	Quad	N	22.50
Savanna High School	Coca-Cola	B	Quad	N	22.50
Savanna High School	Coca-Cola	B	Quad	N	22.50
Savanna High School	Coca-Cola	B	Quad	N	22.50
Savanna High School	Coca-Cola	B	Quad	N	22.50
Savanna High School	Coca-Cola	B	Athletics	N	67.50
Savanna High School	Coca-Cola	B	Athletics	N	67.50
Savanna High School	Coca-Cola	B	Athletics	N	67.50
Savanna High School	Coca-Cola	B	Athletics	N	67.50
Savanna High School	Coca-Cola	B	Athletics	N	67.50
Savanna High School	Coca-Cola	B	Athletics	N	67.50
Savanna High School	Coca-Cola	B	Athletics	N	67.50

ANAHEIM UNION HIGH SCHOOL DISTRICT
Vending Machine Discovery Data as of 5/1/09

School/Department	Vending Company	Snack or Bev S or B	Location On Campus	Timer Y or N	Approximate Revenue/Monthly
Savanna High School	Coca-Cola	B	Athletics	N	\$ 67.50
South Junior High School	Coca-Cola	B	Lounge	N	Blank
South Junior High School	Coca-Cola	B	By Caf�	N	Blank
South Junior High School	Coca-Cola	B	By Caf�	N	Blank
South Junior High School	Coca-Cola	B	By Caf�	N	Blank
South Junior High School	Coca-Cola	B	By Gym	N	Blank
South Junior High School	Coca-Cola	B	By Gym	N	Blank
Sycamore Junior High School	Coca Cola	B	Outside Gym	N	\$ 500.00
Sycamore Junior High School	Coca Cola	B	Outside Gym	N	\$ 500.00
Sycamore Junior High School	Coca Cola	B	Outside Gym	N	\$ 500.00
Sycamore Junior High School	Coca Cola	B	Outside Gym	N	\$ 500.00
Sycamore Junior High School	Coca Cola	B	Mailroom	N	\$ 50.00
Transportation	Freddy Velasquez	B	Trsp Lounge	N	\$ -
Transportation	Freddy Velasquez	B	Trsp Lounge	N	\$ -
Transportation/Food Service	Told verbally of machine	B	By Trans/Food Service	N	\$ -
Walker Junior High School	Coca-Cola	B	Faculty Lounge	N	\$ 71.00
Walker Junior High School	Coca-Cola	B	Boy's Locker	N	\$ 200.00
Walker Junior High School	Coca-Cola	B	Boy's Locker	N	\$ 200.00
Walker Junior High School	Coca-Cola	B	Girl's Locker	N	\$ 200.00
Walker Junior High School	Coca-Cola	B	Outside Gym	N	\$ 200.00
Walker Junior High School	Coca-Cola	B	Outside Gym	N	\$ 200.00
Walker Junior High School	Coca-Cola	B	Outside Gym	N	\$ 200.00
Walker Junior High School	Cindy Powell	S	Faculty Lounge	N	\$ 8%

*Information contained on this document is from a survey completed by each individual school site or department to the best of their knowledge.

Summary of Food and Beverage Restrictions in California

AS OF JULY 1, 2007

MIDDLE/JUNIOR HIGH SCHOOLS*	DURING THE SCHOOL DAY*
<p>From one-half hour before to one-half hour after the end of the school day, the only beverages sold to pupils by any entity are: fruit/vegetable-based drinks of no less than 50 percent fruit/vegetable juice and no added sweeteners; water with no added sweeteners; milk (two-percent, one-percent, nonfat milk, soy/rice milk, and other nondairy milk); or electrolyte replacement beverages containing no more than 42 grams of sugar per 20-ounce serving. (SB 965)</p> <p>Noncompliant beverages may be sold up to one-half before school and following one-half hour after school. (SB 965)</p> <p>Snacks sold to pupils must contain not more than 35 percent calories from fat (nuts, nut butters, seeds eggs, cheese packaged for individual sale, fruits, vegetables that have not been deep fried, and legumes are exempt) and not more than 10 percent calories from saturated fat (eggs, cheese packaged for individual sale are exempt) and not more than 35 percent sugar by weight (fruits, and vegetables that have not been deep fried are exempt) and not more than 250 calories per food item. Entrée items sold to pupils must contain not more than 400 calories per entrée and not more than 4 grams of fat per 100 calories. (SB 12)</p> <p>During the school day, only one student organization may sell up to three food or beverage items per day upon approval of the governing board. Such foods and beverages cannot be prepared on campus and cannot be the same as items sold in the food service program that day at that school. On no more than four days during the year, any number of student organizations may sell food and beverages. (MB 00-810 – CCR Title 5, Section 15501)</p> <p>Serving FMNV (including most carbonated beverages) is prohibited during a meal service period in an area where reimbursable meals are served and/or eaten. (MB 05-110 – USDA APB: SP 01-04)</p> <p>New food requirements replace the requirement that 50 percent of all food items offered by any organization must be selected from the list of nutritious foods. Consequently, EC 38085 is no longer valid.</p>	<p>During the morning meal time:</p> <ul style="list-style-type: none"> • Only compliant foods and beverages may be sold on campus beginning one-half hour before school • Student and other organizations may sell food or beverages consistent with SB 12/965 and Title 5 • FMNV prohibited where reimbursable meals are served and/or eaten <p>Beginning of school day to lunch meal time:</p> <ul style="list-style-type: none"> • Only compliant foods and beverages may be sold on campus • Student and other organizations may sell food or beverages consistent with SB 12/965 and Title 5 <p>During lunch meal time:</p> <ul style="list-style-type: none"> • Only compliant foods and beverages may be sold on campus • Student and other organizations may sell food or beverages consistent with SB 12/965 and Title 5 • FMNV prohibited where reimbursable meals are served and/or eaten <p>End of lunch meal time to end of school day:</p> <ul style="list-style-type: none"> • Only compliant foods and beverages may be sold on campus • Student and other organizations may sell food or beverages consistent with SB 12/965 and Title 5 <p>After school:</p> <ul style="list-style-type: none"> • Any organization may sell any food or beverage one-half hour after school • At a school-sponsored event, any organization may sell any food

* Food and beverage standards include all foods and beverages sold to pupils outside of the reimbursable meal program. Tables are meant to provide an overview. School districts should review actual laws, regulations, and policies to ensure compliance.

References: California Education Code sections 38085, 48931, 49431 (SB 12), 49431.2 (SB 12), 49431.5 (SB 965)
 California Code of Regulations: Title 5, Division 1, Chapter 15, Article 1, Sections 15500 and 15501
 Code of Federal Regulations: Title 7, Part 210.11

Summary of Food and Beverage Restrictions in California

AS OF JULY 1, 2009

HIGH SCHOOLS*	DURING THE SCHOOL DAY*
<p>From one-half hour before to one-half hour after the end of the school day, 100 percent of beverages sold to pupils by any entity must be fruit/vegetable-based drinks of no less than 50 percent fruit/vegetable juice and no added sweeteners; water with no added sweeteners; milk (two-percent, one-percent, nonfat milk, soy/rice milk, and other nondairy milk); or electrolyte replacement beverages containing no more than 42 grams of sugar per 20-ounce serving. (SB 965)</p> <p>Noncompliant beverages may be sold up to one-half before school and following one-half hour after school. (SB 965)</p> <p>Snacks sold to pupils must contain not more than 35 percent calories from fat (nuts, nut butters, seeds eggs, cheese packaged for individual sale, fruits, vegetables that have not been deep fried, and legumes are exempt) and not more than 10 percent calories from saturated fat (eggs, cheese packaged for individual sale are exempt) and not more than 35 percent sugar by weight (fruits, and vegetables that have not been deep fried are exempt) and not more than 250 calories per food item. Entrée items sold to pupils must contain not more than 400 calories per entrée and not more than 4 grams of fat per 100 calories. (SB 12)</p> <p>During the school day, only one student organization may sell up to three food or beverage items per day upon approval of the governing board. Such foods and beverages cannot be prepared on campus and cannot be the same as items sold in the food service program that day at that school. On no more than four days during the year, any number of student organizations may sell food and beverages. (MB 00-810 – CCR Title 5, Section 15501)</p> <p>Serving FMNV (including most carbonated beverages) is prohibited during a meal service period in an area where reimbursable meals are served and/or eaten. (MB 05-110 – USDA APB: SP 01-04)</p> <p>New food requirements replace the requirement that fifty percent of all food items offered by any organization must be selected from the list of nutritious foods. Consequently, EC 38085 is no longer valid.</p>	<p>During the morning meal time:</p> <ul style="list-style-type: none"> • Only compliant foods and beverages may be sold on campus beginning one-half hour before school • Student and other organizations may sell food or beverages consistent with SB 12/965 and Title 5 • FMNV prohibited where reimbursable meals are served and/or eaten <p>Beginning of school day to lunch meal time:</p> <ul style="list-style-type: none"> • Only compliant foods and beverages may be sold on campus • Student and other organizations may sell food or beverages consistent with SB 12/965 and Title 5 <p>During lunch meal time:</p> <ul style="list-style-type: none"> • Only compliant foods and beverages may be sold on campus • Student and other organizations may sell food or beverages consistent with SB 12/965 and Title 5 • FMNV prohibited where reimbursable meals are served and/or eaten <p>End of lunch meal time to end of school day:</p> <ul style="list-style-type: none"> • Only compliant foods and beverages may be sold on campus • Student and other organizations may sell food or beverages consistent with SB 12/965 and Title 5 <p>After school</p> <ul style="list-style-type: none"> • Any organization may sell any food or beverage one-half hour after school • At a school-sponsored event, any organization may sell any food

* Food and beverage standards include all foods and beverages sold to pupils outside of the reimbursable meal program. Tables are meant to provide an overview. School districts should review actual laws, regulations, and policies to ensure compliance.

References: California Education Code sections 38085, 48931, 49431 (SB 12), 49431.2 (SB 12), 49431.5 (SB 965)
 California Code of Regulations: Title 5, Division 1, Chapter 15, Article 1, Sections 15500 and 15501
 Code of Federal Regulations: Title 7, Part 210.11



SB 965 (Escutia) Healthy Beverage Bill

“Assuring Nutritious Drinks in California Schools”

Objectives

- Sponsored by California Governor Arnold Schwarzenegger, this bill will expand the language that currently describes the type of beverages that can be sold in elementary and middle schools to include all K-12 pupils (including high schools).
- The enactment of SB 965 will mean the following for high schools:
 - Starting July 1, 2007, 50 percent of the beverages sold to pupils from one-half hour before the start of the school day until one-half hour after the school day must be from the following list:
 - Fruit-based and vegetable-based drinks that are at least 50 percent fruit juice without added sweeteners
 - Drinking water without added sweeteners
 - Milk products including two-percent, one-percent, nonfat, soy, rice and other similar non-dairy milk
 - An electrolyte replacement beverage that contains no more than 42 grams of added sweetener per 20-ounce serving
 - Starting July 1, 2009, ALL beverages sold to pupils from one-half hour before the start of the school day until one-half hour after the school day must be from the above list.

Current beverage standards for elementary and middle schools will remain in effect.



SB 12 (Escutia): School Nutrition Standards - Summary

1. FOOD STANDARDS FOR ALL SCHOOLS K-12

- Strengthens and implements the competitive food standards originally described in SB 19 (Escutia, 2001).
- An individually sold snack may have no more than:
 - 35% of its calories from fat (excluding legumes, nuts, nut butters, seeds, eggs, non-fried vegetables, and cheese packaged for individual sale).
 - 10% of its calories from saturated fat (excluding eggs and cheese packaged for individual sale).
 - 35% sugar by weight (excluding fruits and vegetables).
 - 175 calories (elementary schools)
 - 250 calories (middle and high schools)
- An individually sold entree may have no more than:
 - 4 grams of fat per 100 calories
 - 400 calories
 - And must qualify under the federal meal program

2. **FUNDING:** SB 12 does not contain a requirement that the state increase funding to the federal meal program before implementing nutrition standards for competitive foods.

3. **IMPLEMENTATION DATE:** All food standards become effective July 1, 2007.

4. **SALE TO PUPILS:** Nutrition standards apply only to the sale of items to pupils and do not apply to foods brought from home. **All** groups selling food on campus to pupils are required to follow the standards.

5. **FUNDRAISING EXEMPTIONS:** Foods that do not meet the standards may be sold at least one-half hour after the end of the school-day or off the school premises.

6. **COMPLIANCE:** It will be the intent of the Legislature that the governing board of a school district review yearly its compliance with the specified nutrition standards.

7. **LEAD SPONSORS:** Governor Arnold Schwarzenegger, California Center for Public Health Advocacy and California School Boards Association

8. **CO-SPONSORS:** American Cancer Society, American Heart Association, California Academy of Family Physicians, California School Nutrition Association, Latino Coalition for a Healthy California, California Pan-Ethnic Health Network, and the Statewide Youth Board on Obesity Prevention



CALIFORNIA SB 677 - SUMMARY OF PROVISIONS

The California Childhood Obesity Prevention Act of 2003 - Senator Deborah Ortiz

1. Sets nutrition standards for all beverages sold to students in elementary, middle and junior high schools, effective July 1, 2004. The implementation of these standards is NOT tied to the appropriation of funds. The new law mandates the following:

A. In Elementary Schools

- Bans the sale of unhealthy beverages all day.
- Permits the sale of healthy beverages which include only water, milk, 100 percent fruit juices or fruit based drinks with no less than 50% fruit juice and no added sweeteners. Vending machines may be used to sell only healthy beverages.
- Allows the sale of unhealthy beverages for fundraising under two circumstances:
 - Sale by pupils off school grounds.
 - Sale by pupils on school grounds at least 30 minutes after the end of the school-day.

B. In Middle and Junior High Schools

- Bans the sale of unhealthy beverages from one-half hour before school to one-half hour after the end of the school-day.
- Permits the sale of healthy beverages which include only water, milk, 100 percent fruit juices or fruit based drinks with no less than 50% fruit juice and no added sweeteners, and electrolyte replacement beverages with no more than 42 grams of added sweetener per 20-ounce serving from ½ hour before school to ½ hour after the end of the school-day.
- Vending Machine Policy:
 - Allows the sale of healthy beverages at any time of day.
 - Allows the sale of unhealthy beverages only during the hours that the ban does not apply.
- Allows the sale of unhealthy beverages for fundraising under two circumstances:
 - The sale occurs during and at the location of the event after the end of the school-day.
 - The sale occurs via vending machines, school stores and cafeterias and takes place at least ½ hour after the end of the school-day.

2. Ensures that SB 19 nutrition standards for foods in elementary schools go into effect whenever funds are appropriated to increase the state's reimbursement for school meals.

Previously, the law mandated the implementation of nutrition standards for foods in elementary schools only if money was appropriated in the Budget Act of 2003 to increase the state's reimbursement for free- and reduced-price meals in elementary and middle schools. The money was not appropriated.

SB 677 amends this provision of law and requires that standards go into effect when the money is appropriated, thereby delaying the implementation of SB 19 food standards until funds are appropriated.

Senate Bill No. 65

CHAPTER 458

An act to amend Section 35182.5 of the Education Code, relating to school district governing boards.

[Approved by Governor September 20, 2003. Filed with Secretary of State September 22, 2003.]

LEGISLATIVE COUNSEL'S DIGEST

SB 65, Torlakson. School district governing boards: contracts.

Existing law prohibits the governing board of a school district from entering into a contract that grants exclusive advertising rights, or grants the right to the exclusive sale of carbonated beverages, throughout the district to a person, business, or corporation unless the governing board of the school district has adopted a policy after a public hearing to ensure that the district has internal controls in place regarding the expenditure of public funds.

This bill would make those provisions applicable to any contract for the sale of carbonated beverages or nonnutritious beverages or nonnutritious food, as defined, within the school district. The bill would, in addition, prohibit a governing board from entering into or renewing that contract or authorizing a school within the district to enter into or renew that contract, unless the governing board provides to parents, guardians, pupils, and members of the public an opportunity to comment on the contract during a public hearing conducted at a regularly scheduled board meeting. The bill would require the board to clearly identify in the meeting agenda the contract to be discussed. The bill would, in addition, specify certain activities that would meet the public hearing requirements for beverage and food contracts. The bill would prohibit the contract from including a confidentiality clause, and would require the board to make the contract accessible to the public.

The people of the State of California do enact as follows:

SECTION 1. Section 35182.5 of the Education Code is amended to read:

- 35182.5. (a) The Legislature finds and declares all of the following:
- (1) State and federal laws require all schools participating in meal programs to provide nutritious food and beverages to pupils.
 - (2) State and federal laws restrict the sale of food and beverages in competition with meal programs to enhance the nutritional goals for

pupils, and to protect the fiscal and nutritional integrity of the school food service programs.

(3) Parents, pupils, and community members should have the opportunity to ensure, through the review of food and beverage contracts, that food and beverages sold on school campuses provide nutritious sustenance to pupils, promote good health, help pupils learn, provide energy, and model fit living for life.

(b) For the purposes of this section, the following terms have the following meanings:

(1) “Nonnutritious beverages” means any beverage that is not any of the following:

(A) Drinking water.

(B) Milk, including, but not limited to, chocolate milk, soy milk, rice milk, and other similar dairy or nondairy milk.

(C) An electrolyte replacement beverage that contains 42 grams or less of added sweetener per 20 ounce serving.

(D) A 100 percent fruit juice, or fruit-based drink that is composed of 50 percent or more fruit juice and that has no added sweeteners.

(2) “Added sweetener” means any additive that enhances the sweetness of the beverage, including, but not limited to, added sugar, but does not include the natural sugar or sugars that are contained within any fruit juice that is a component of the beverage.

(3) “Nonnutritious food” means food that is not sold as part of the school breakfast or lunch program as a full meal, and that meets any of the following standards:

(A) More than 35 percent of its total calories are from fat.

(B) More than 10 percent of its total calories are from saturated fat.

(C) More than 35 percent of its total weight is composed of sugar.

This subparagraph does not apply to the sale of fruits or vegetables.

(c) The governing board of a school district may not do any of the following:

(1) Enter into or renew a contract or permit a school within the district to enter into or renew a contract that grants exclusive or nonexclusive advertising or grants the right to the exclusive or nonexclusive sale of carbonated beverages or nonnutritious beverages or nonnutritious food within the district to a person, business, or corporation, unless the governing board of the school district does all of the following:

(A) Adopts a policy after a public hearing of the governing board to ensure that the district has internal controls in place to protect the integrity of the public funds and to ensure that funds raised benefit public education, and that the contracts are entered into on a competitive basis pursuant to procedures contained in Section 20111 of the Public Contract Code or through the issuance of a Request for Proposal.

(B) Provides to parents, guardians, pupils, and members of the public the opportunity to comment on the contract by holding a public hearing on the contract during a regularly scheduled board meeting. The governing board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting.

(2) Enter into a contract that prohibits a school district employee from disparaging the goods or services of the party contracting with the school board.

(3) Enter into a contract or permit a school within the district to enter into a contract for electronic products or services that requires the dissemination of advertising to pupils, unless the governing board of the school district does all of the following:

(A) Enters into the contract at a noticed public hearing of the governing board.

(B) Makes a finding that the electronic product or service in question is or would be an integral component of the education of pupils.

(C) Makes a finding that the school district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to pupils.

(D) Provides written notice to the parents or guardians of pupils that the advertising will be used in the classroom or other learning centers. This notice shall be part of the district's normal ongoing communication to parents or guardians.

(E) Offers the parents the opportunity to request in writing that the pupil not be exposed to the program that contains the advertising. Any request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents or guardians at any time.

(d) A governing board may meet the public hearing requirement set forth in subparagraph (B) of paragraph (1) of subdivision (c) for those contracts that grant the right to the exclusive or nonexclusive sale of carbonated beverages or nonnutritious beverages or nonnutritious food within the district, by either of the following:

(1) Review of the contract at a public hearing by a Child Nutrition and Physical Activity Advisory Committee established pursuant to Section 49433 that has contract review authority for the sale of food and beverages.

(2) (A) An annual public hearing to review and discuss existing and potential contracts for the sale of food and beverages on campuses, including food and beverages sold as full meals, through competitive sales, as fundraisers, and through vending machines.

(B) The public hearing shall include, but not be limited to, a discussion of all of the following:

(i) The nutritional value of food and beverages sold within the district.

(ii) The availability of fresh fruit, vegetables, and grains in school meals and snacks, including, but not limited to, locally grown and organic produce.

(iii) The amount of fat, sugar, and additives in the food and beverages discussed.

(iv) Barriers to pupil participation in school breakfast and lunch programs.

(C) A school district that holds an annual public hearing consistent with this paragraph is not released from the public hearing requirements set forth in subparagraph (B) of paragraph (1) of subdivision (c) for those contracts not discussed at the annual public hearing.

(e) The governing board of the school district shall make accessible to the public any contract entered into pursuant to paragraph (1) of subdivision (c) and may not include in that contract a confidentiality clause that would prevent a school or school district from making any part of the contract public.

(f) The governing board of a school district may sell advertising, products, or services on a nonexclusive basis.

(g) The governing board of a school district may post public signs indicating the district's appreciation for the support of a person or business for the district's education program.

(h) Contracts entered into prior to January 1, 2004, may remain in effect, but may not be renewed if they are in conflict with this section.

The Board of Trustees is committed to providing school environments which promote and protect children's health, well being, and the ability to learn. The District shall provide healthy meals, food items, and appropriate physical activity for students.

1. WELLNESS COMMITTEE

- 1.1 The District will engage students, parents, teachers, food service professionals, health professionals, and other interested community members in developing, implementing, monitoring, and reviewing district-wide nutrition and physical activity programs and policies.

2. NUTRITION EDUCATION AND PHYSICAL ACTIVITY GOALS

- 2.1 All district schools will provide education and physical education to promote lifelong habits of healthy eating and physical activity.
- 2.2 Students in all grades shall have the opportunity and the encouragement to be physically active on a regular basis. Physical activity will be provided through sports programs, and extracurricular activities conducted before and after school, during lunch break, in physical education classes, and in the community. Students who are enrolled in District approved physical activity in the community could meet the 11th and 12th grade PE requirement, if such requirement were to be reinstated.

3. NUTRITION GUIDELINES FOR FOODS AVAILABLE AT SCHOOL

- 3.1 Foods and beverages sold or served in schools will meet the minimum nutritional recommendations as required by state and federal law. Each school year a list of all foods and beverages sold outside of the federal meal program will be submitted for approval to the Superintendent or designee to ensure compliance.
- 3.2 Qualified child nutrition professionals will be utilized to provide students with access to varieties of affordable, nutritious and appealing foods that meet their health and nutritional needs. Accommodations will be made to address the religious, ethnic, and cultural diversity of the student body in meal planning. Schools will provide clean, safe, and pleasant facilities with adequate time for students to eat.

- 3.3 All district schools will participate in available federal school meal programs, including the National School Breakfast Program, the National School Lunch Program, and other programs where applicable.

4. PROGRAM IMPLEMENTATION AND EVALUATION

- 4.1 The Superintendent or designee will ensure compliance with established district-wide nutrition and physical activity policies. Each principal or designee will ensure compliance with these policies at school and file a report on the school's compliance with the district Superintendent or designee each year.
- 4.2 Every year the Wellness Committee will develop a summary of district-wide compliance that will be based on the reports from school principals.
- 4.3 The 2006 school year shall be used as the base year for all evaluations of progress including but not limited to the following areas:
- Academic performance (API)
 - Student attendance
 - Physical fitness testing
- 4.4 The report shall be presented to the Board of Trustees annually.

Legal References:

EDUCATION CODE

49430-49436	Pupil Nutrition, Health, and Achievement Act of 2001
49490-49493	School breakfast and lunch programs
49500-49505	School meals
49510-49520	Nutrition
49540-49546	Child care food program
49547-49548.3	Comprehensive nutrition services
49550-49560	Meals for needy students
49565-49565.8	California Fresh Start pilot program
49570	National School Lunch Act
51222	Physical Activity
51223	Physical education

CODE OF REGULATIONS, TITLE 5

15500-15501	Food sales by student organizations
15510	Mandatory meals for needy students
15530-15535	Nutrition Education
15550-15565	School lunch and breakfast programs

Legal Reference Cont:

UNITED STATE CODE, TITLE 42

1751-1769 National School Lunch Program, especially:

1751 Note Local wellness policy

1771-1791 Child Nutrition Act, including:

1773 School Breakfast Program

1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

ANAHEIM UNION HIGH SCHOOL DISTRICT

Facilities Program Update

Presentation to the Board of Trustees

June 25, 2009

EXHIBIT D

Agenda

- 1) Measure Z Budget Close Out**
- 2) Cash Reserve Budget and Projects**
- 3) 2009 and Beyond Budget and Projects**
 - 1) Main Goal of the Program**
 - 2) Historic Construction Information**
 - 3) Additional Phases**
- 4) What is Next?**

Facilities Program Update

January 2006 June 2008 April 2009

MEASURE Z

TOTAL REVENUES	\$237,000,000	\$258,000,000	\$226,000,000
Available Bond and State Match *	\$150,000,000	\$226,000,000	\$226,000,000
Potential State Match	\$ 43,000,000		
Remaining Bond Funds	\$ 12,000,000		
Utilize Cash Reserves	\$ 32,000,000	\$ 32,000,000	
(reserves comprised of deferred maintenance and capital facilities; and cash in County Treasury)			
Expenditures	\$131,000,000	\$230,000,000	\$226,000,000

CASH RESERVES PROJECTS

TOTAL REVENUES

Expenditures
Committed and Pending

\$ 32,000,000
\$ 15,000,000
\$ 17,000,000

FUTURE FACILITY PROJECTS – 2009 & BEYOND

TOTAL ANTICIPATED REVENUES

Anticipated RDA funds
Anticipated State Modernization Funds
Budgeted Expenditures

\$ 53,000,000
\$ 30,000,000
\$ 23,000,000
\$ 53,000,000

* Includes Interest Income.

June 25, 2009

AUHSD Facilities Goal

**TO PROVIDE ADEQUATE,
EQUITABLE FACILITIES
ACROSS THE SCHOOLS
IN THE DISTRICT**

June 25, 2009

Future Facilities Projects 2009 & Beyond

SITE	1986-2001 MODERNIZATION PRE-MEASURE Z	2002-2009 MEASURE Z (New Const & Mod)	Total Allocation	Local Match		STATE ELIGIBILITY			
				Mod Match + Additional Allocation	NIC Match	Total Modernization Eligibility	Modernization Eligibility Matched	New Construction Eligibility Matched	
1 ANAHEIM			\$ 9,250,000	\$ 3,749,588	\$ -	\$ 5,500,412	\$ 5,500,412	\$ -	\$ -
2 BALL			\$ -	\$ -	\$ -	\$ 774,004	\$ -	\$ -	\$ -
3 BROOKHURST			\$ 2,500,000	\$ 1,488,064	\$ -	\$ 1,011,936	\$ 1,011,936	\$ -	\$ -
4 CYPRESS			\$ 2,500,000	\$ 1,461,194	\$ -	\$ 1,038,806	\$ 1,038,806	\$ -	\$ -
5 DALE			\$ 500,000	\$ 200,000	\$ -	\$ 875,870	\$ 300,000	\$ -	\$ -
6 GILBERT WEST			\$ 1,500,000	\$ 600,000	\$ -	\$ 1,290,820	\$ 900,000	\$ -	\$ -
7 HOPE			\$ 7,500,000	\$ 4,583,616	\$ -	\$ 2,916,384	\$ 2,916,384	\$ -	\$ -
8 KATELLA			\$ -	\$ -	\$ -	\$ 2,395,734	\$ -	\$ -	\$ -
9 KENNEDY			\$ -	\$ -	\$ -	\$ 591,649	\$ -	\$ -	\$ -
10 LEXINGTON			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11 LOARA			\$ -	\$ -	\$ -	\$ 1,162,486	\$ -	\$ -	\$ -
12 MAGNOLIA			\$ 2,500,000	\$ -	\$ 1,250,000	\$ 1,076,980	\$ -	\$ 1,250,000	\$ -
13 ORANGEVIEW			\$ 3,500,000	\$ 1,400,000	\$ -	\$ 2,604,281	\$ 2,100,000	\$ -	\$ -
14 OXFORD			\$ -	\$ -	\$ -	\$ 711,800	\$ -	\$ -	\$ -
15 POLARIS BLDG			\$ 6,500,000	\$ 3,875,985	\$ -	\$ 2,624,015	\$ 2,624,015	\$ -	\$ -
16 SAVANNA			\$ 2,750,000	\$ 500,000	\$ 750,000	\$ 1,276,139	\$ 750,000	\$ 750,000	\$ 750,000
17 SOUTH			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18 SYCAMORE			\$ 9,000,000	\$ 7,730,437	\$ -	\$ 1,269,563	\$ 1,269,563	\$ -	\$ -
19 TRIDENT			\$ 1,000,000	\$ 701,694	\$ -	\$ 298,306	\$ 298,306	\$ -	\$ -
20 WALKER			\$ -	\$ -	\$ -	\$ 776,248	\$ -	\$ -	\$ -
21 WESTERN			\$ 4,000,000	\$ 925,677	\$ 750,000	\$ 3,574,323	\$ 1,574,323	\$ 750,000	\$ 750,000
FUNDING SOURCE TOTAL				\$ 53,000,000	\$ 27,216,255	\$ 2,750,000	\$ 31,769,756	\$ 20,283,745	\$ 2,750,000
					\$29,966,255				\$ 23,033,745

June 25, 2009

What is Next?

OBJECTIVE

- 1. To Finish Last Two Major Projects (Anaheim HS & Katella HS) and Remaining Small Projects of Measure Z Program**
- 2. To Implement Capitalization of Redevelopment Revenues to Fund Next Phase Projects**

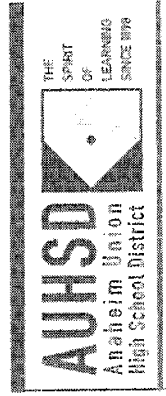
ACTION

- 1. Continue/Complete Construction**
- 2. Work with Financial Adviser**
 - a. Finalize Financing Plan.*
 - b. Implement Financing Plan.*

June 25, 2009

Anaheim Union High School District

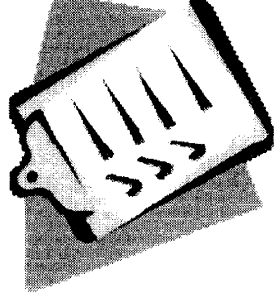
**Presentation to the
Board of Trustees on
Financing Facilities Projects
with Redevelopment Revenues**



**Presented by
Lori Raineri and Keith Weaver
June 25, 2009**

Tonight's Agenda

- **Redevelopment in the District**
- **Use of Redevelopment Revenue for Facilities Projects**
- **Amount of Redevelopment Revenues**
- **Potential for Capitalizing Revenues**
- **Next Steps**



Redevelopment in the District

- **The Board heard an introduction to redevelopment on December 11, 2008 from Brad Baxter of our office, who is currently serving our country in Iraq.**
- **The District has 8 redevelopment agencies in its boundaries:**
 - **City of Anaheim**
 - **City of Buena Park**
 - **City of Cypress**
 - **City of Fullerton**
 - **City of La Palma**
 - **City of Orange**
 - **City of Stanton**
 - **Orange County**

District's Revenue Entitlements

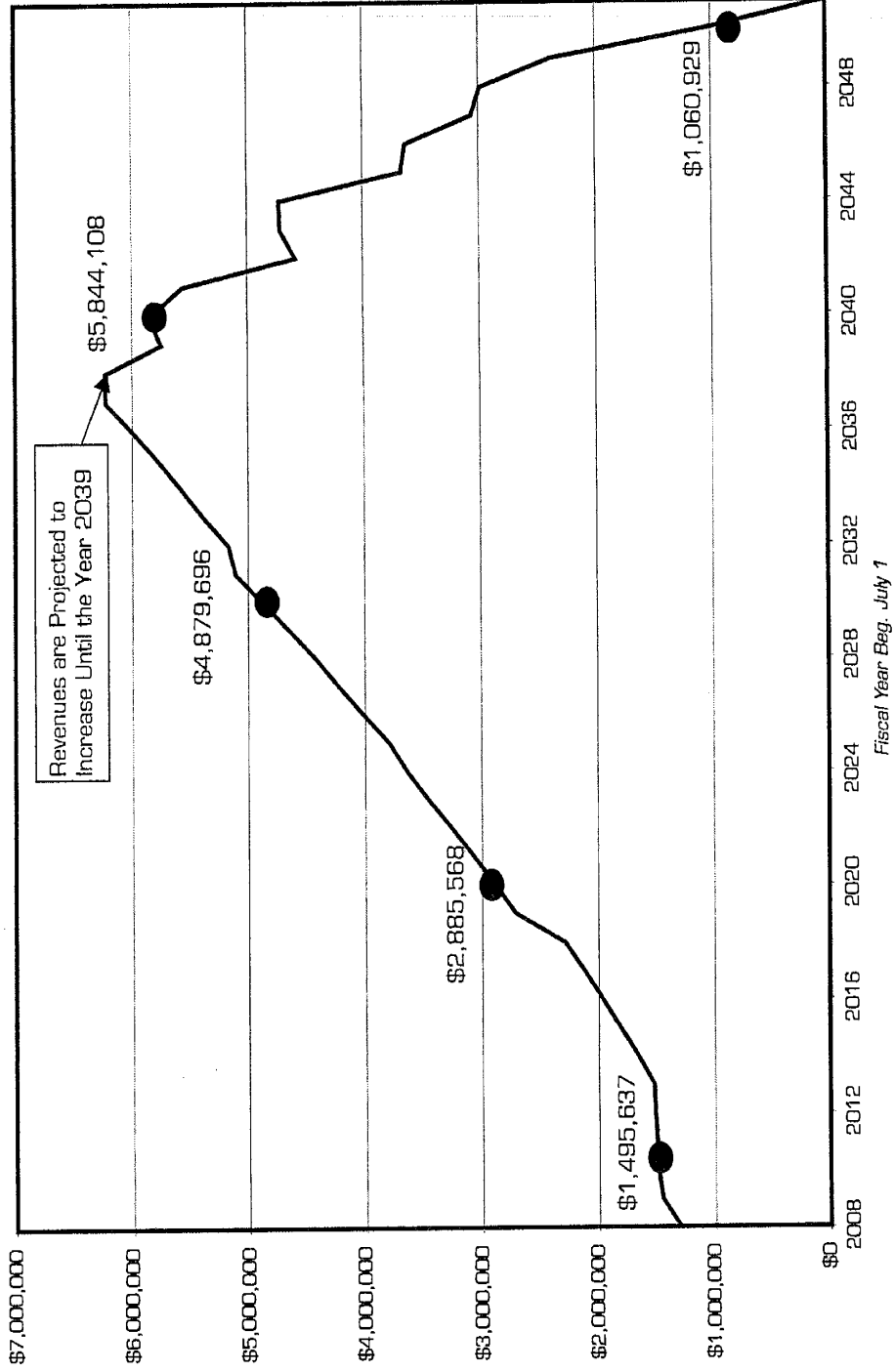
- **Public Economics, Inc. researched the District's entitlements and determined that, from the 8 redevelopment agencies:**
 - **There are 24 project areas in the District**
 - **From the 24 project areas, the District has 26 entitlements:**
 - » **12 with AB 1290 entitlements**
 - » **3 with 2% entitlements**
 - » **11 with pass-through agreements**
- **Entitlements determine:**
 - **How the revenue is calculated**
 - **What portion of the revenue is outside the revenue limit if used for facilities projects**
 - **What the requirements are when spending the revenue**

Use of Redevelopment Revenues

- **AB 1290 entitlements**
 - For school districts, 56.7% is outside the revenue limit if allocated exclusively for educational facilities (43.3% is in the revenue limit)
- **2% entitlements & Pass-through agreements**
 - 100% is outside the revenue limit if used for land acquisition, facility construction, reconstruction, remodeling, or deferred maintenance
- **The District receives the revenue annually, and can use it:**
 - For projects on a pay-as-you-go basis
 - For projects by capitalizing with a borrowing mechanism
 - To repay borrowings used for prior facilities projects
 - » Already being used to repay the QZAB and RDA loan

Projected Annual Facilities Revenues

The Facilities Portion of the Redevelopment Revenues are Projected to Increase with Growth in Assessed Values, and then Decline as the Project Areas' Lives Expire



Projected Total Facilities Revenues

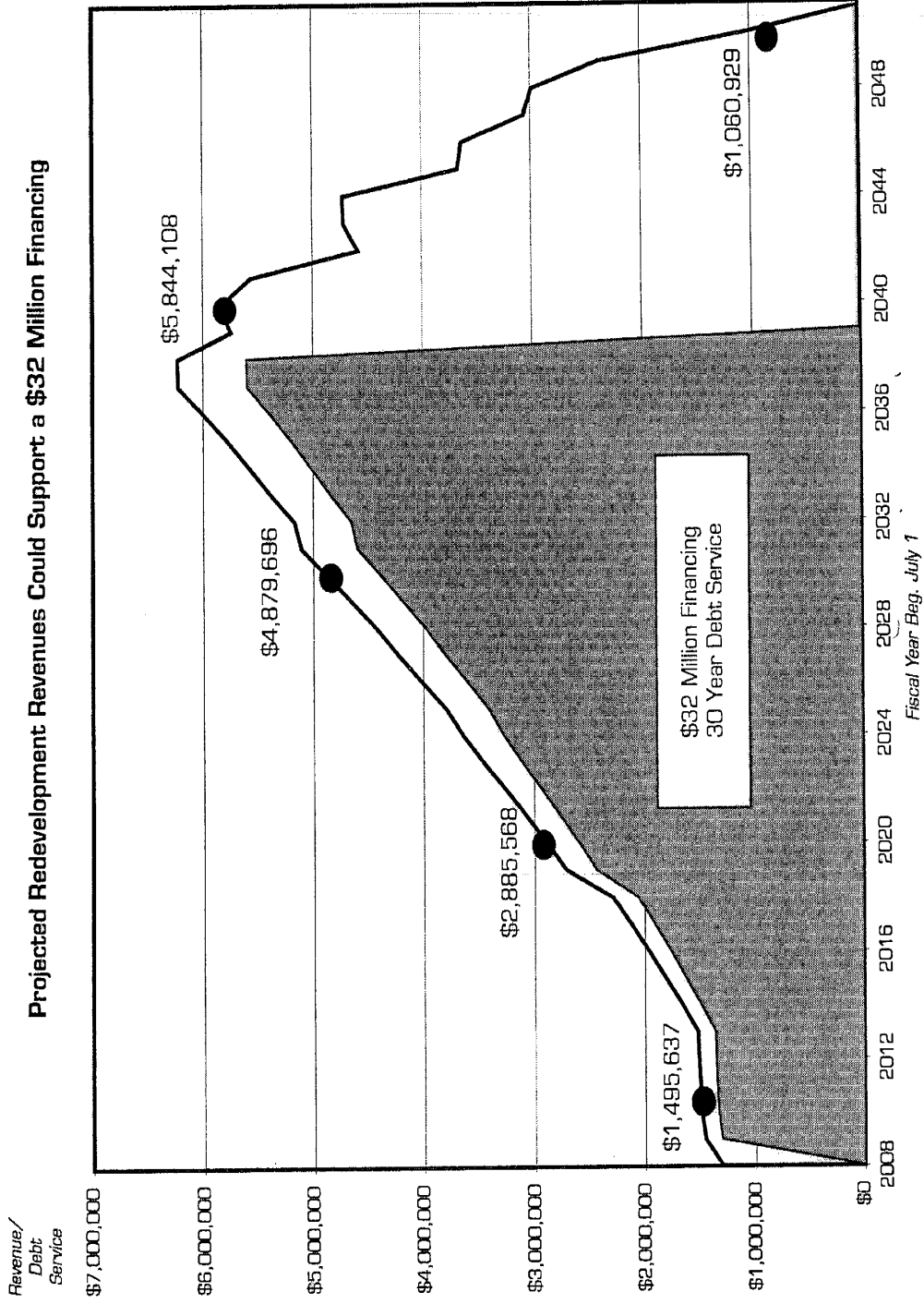
Redevelopment Agency	Project Area	Ending Year of	
		Total Projected Facilities Revenues	Project Area Revenues
City of Anaheim	Commercial/Industrial	\$48,520,097	2049
City of Buena Park	Area IV (2002 Merger)	\$15,533,364	2047
City of Anaheim	Brookhurst (part of W. Ana Com Cor)	\$14,984,265	2044
Orange County	NDAPP (Neighborhood Project)	\$13,130,211	2037
City of Stanton	Stanton 2000	\$12,221,112	2045
City of Cypress	Civic Center Amend. #1	\$11,458,892	2039
City of Buena Park	Area III	\$10,527,658	2040
City of Anaheim	West Anaheim Com Corridors	\$7,353,584	2043
City of Cypress	Lincoln Avenue	\$6,147,709	2040
City of Orange	Southwest Amendment #1	\$4,199,896	2036
City of Cypress	Los Alamitos Race Track & Golf	\$3,593,951	2040
City of Stanton	Walker Street, Amend. #2	\$2,245,227	2042
City of Anaheim	Stadium	\$2,238,095	2040
City of Anaheim	Alpha	\$1,468,498	2030
City of La Palma	Amendment #2 (Walker St)	\$667,640	2023
City of Buena Park	Area II	\$536,879	2031
City of Buena Park	Central Bus Dist, Amend #1	\$276,263	2026
City of Stanton	Amendment #1 (2 Percent)	\$176,357	2037
City of Cypress	Civic Center Project, Original	\$175,570	2032
City of La Palma	Amendment #1 (2 Percent)	\$133,318	2023
City of Stanton	Stanton, Orig Area 1983-84	\$91,581	2034
City of Fullerton	Merged Fullerton	\$35,607	2051
City of Stanton	Amendment #1 (AB 1290.7)	\$30,660	2037
City of Cypress	Lincoln Avenue Annex	\$13,529	2049
City of La Palma	Amendment #1 (AB 1290.7)	\$11,698	2023
City of Anaheim	Plaza	\$0	2045
		<u>\$155,771,661</u>	

92.5%

Use Requirements on 10 Project Areas

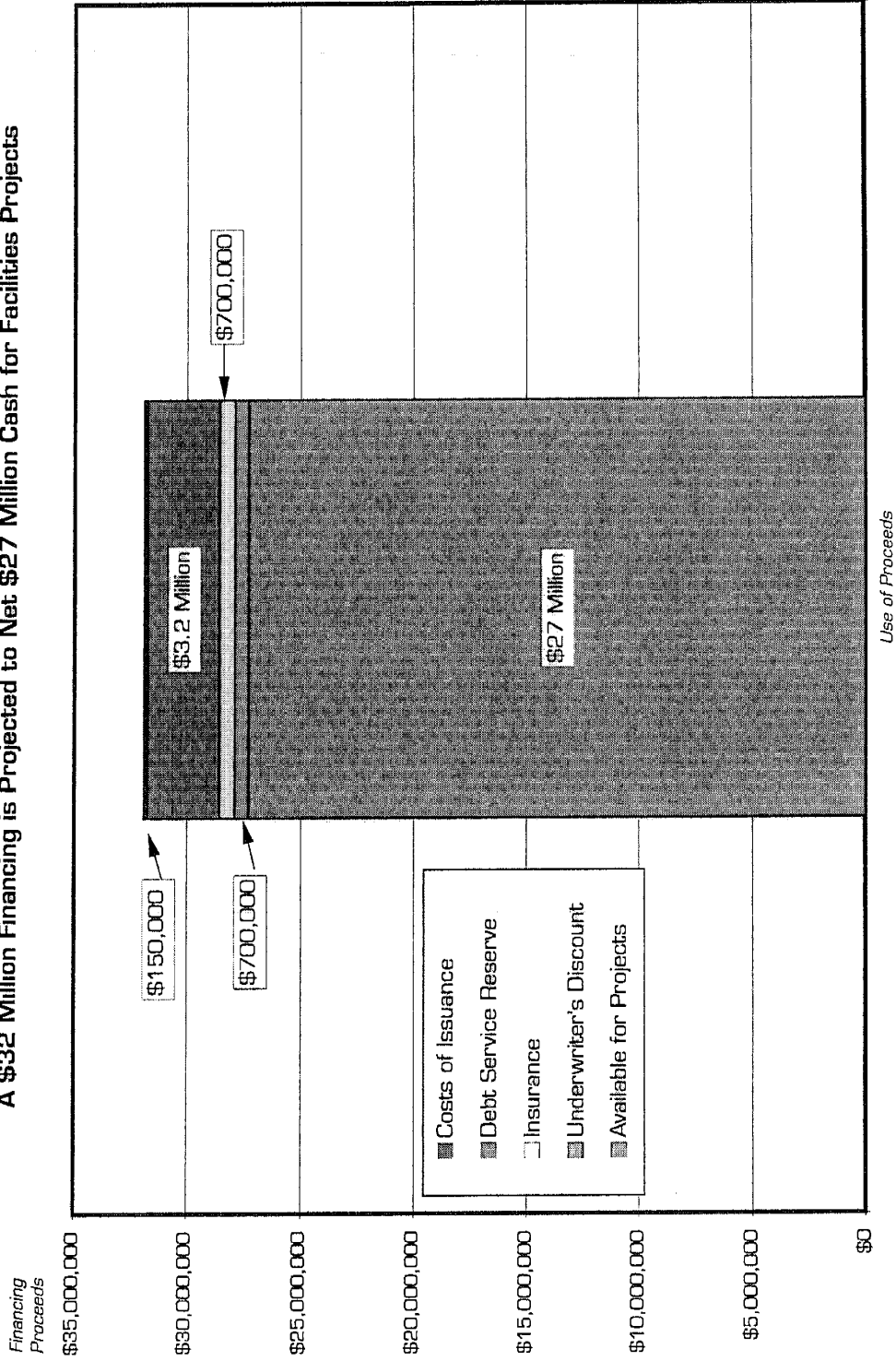
Redevelopment Agency		Project Area	% of Total Future Revenues	Revenue Use Requirements
1	City of Anaheim	Commercial/Industrial	31.2%	Within the City and to be of benefit to the project area.
2	City of Buena Park	Area IV (2002 Merger)	10.0%	At schools that are a) in the project area, b) attended by project area students, c) attended by students generated by RDA actions related to the project area, or d) determined by the Board to be of benefit to the project area.
3	City of Anaheim	Brookhurst (part of W. Ana Com Cor)	9.6%	Within the City and to be of benefit to the project area.
4	Orange County	NDAPP (Neighborhood Project)	8.4%	District must request funds from the County for a particular use. County Board of Supervisors must find that the use of funds is of benefit to the project area or its immediate neighborhood and that there is no other reasonable means of financing the proposed use.
5	City of Stanton	Stanton 2000	7.8%	At schools that are a) in the project area, b) attended by project area students, c) attended by students generated by RDA actions related to the project area, or d) determined by the Board to be of benefit to the project area.
6	City of Cypress	Civic Center Amend. #1	7.4%	At Cypress High School, Lexington Jr. High School, or Oxford Jr. High School and projects consistent with those shown in the Pass-through Agreement.
7	City of Buena Park	Area III	6.8%	At Savanna High School, Western High School, Brookhurst Junior High School, Dale Junior High School, Orangeview Junior High School, Gilbert West Continuation School, or Hope School.
8	City of Anaheim	West Anaheim Com Corridors	4.7%	At schools that are a) in the project area, b) attended by project area students, c) attended by students generated by RDA actions related to the project area, or d) determined by the Board to be of benefit to the project area.
9	City of Cypress	Lincoln Avenue	3.9%	At Cypress High School, Kennedy High School, Lexington Jr. High School, or Walker Jr. High School and projects consistent with those shown in the Pass-through Agreement.
10	City of Orange	Southwest Amendment #1	2.7%	On a) projects of benefit to the project area, such as at school sites serving the project area or b) other projects in the City.
TOTAL:			92.5%	

We Can Capitalize Future Annual Revenues

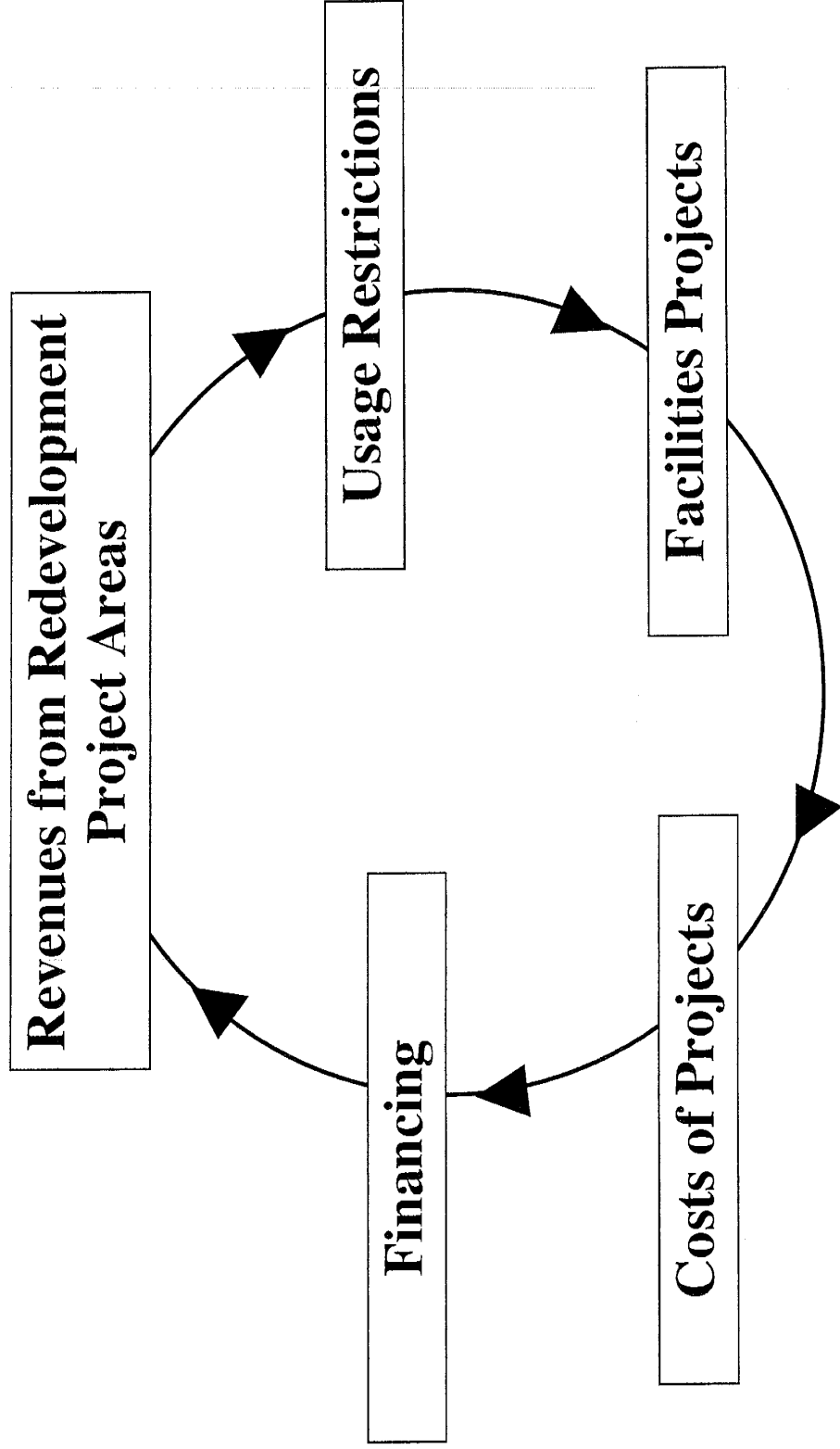


\$27 Million Net Cash for Facilities Projects

A \$32 Million Financing is Projected to Net \$27 Million Cash for Facilities Projects

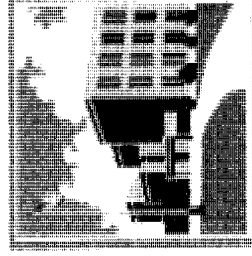
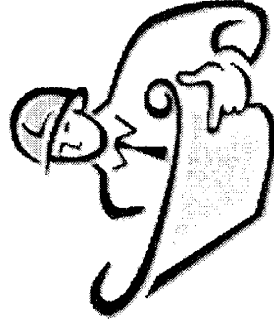
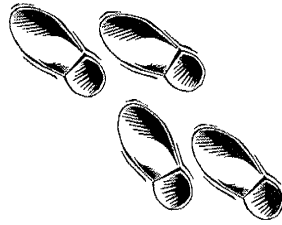


Full Circle



Next Steps

- Consideration of facilities projects to be financed
 - Factors to consider include:
 - » Amount of revenues from project areas
 - » Use requirements of project areas



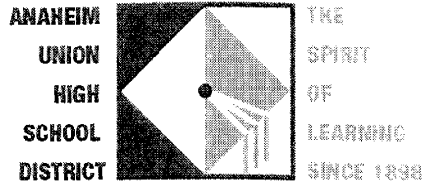


EXHIBIT F

Memorandum

Date: June 16, 2009

To: Board of Trustees

From: Tim Holcomb and John Oskoui *Tim Oskoui*

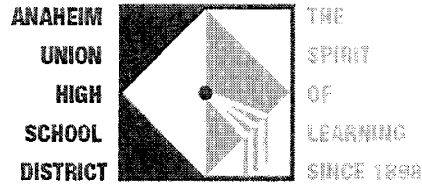
Subject: Construction Controls Group, Inc. - Contract Amendment No. 2

Background

From September 2005, to June 2007, the district extended its existing contract with Construction Controls Group (CCG) to implement the findings of their audit of the Measure Z program. On June 6, 2007, the district entered into a contract with CCG to provide program and project management services for the period of July 1, 2007, through June 30, 2009, for the planned completion of the remaining of the Measure Z projects. The contract amount was \$2.5 million which was the level of effort that was estimated at that time to complete the program tasks.

On October 30, 2008, the Board of Trustees approved an amendment to the contract with CCG that added \$850,000 to the contract amount. The June 30, 2009, term of the contract remained unchanged. We have attached, herewith, a copy of a memorandum dated October 23, 2008 which was prepared by us and sent to Dr. Farley (attachment 1). This memorandum provided detailed background and analysis of the CCG contract, including annual costs and staffing plans. Per Mr. Holguin's request, we have provided below a summary of CCG's contracts with the district starting in September of 2005.

Board Action Date	Action	Term	Total CCG Fees	Comments
29 Sept. 2005	Approved CCG/ongoing consulting services (MZ)	30 Sept. 05 thru 31 March 06	\$382,500	Based on hourly rates with a NTE amount
9 Feb. 2006	Approved Oversight-Support /Added \$217,500	Not changed	\$600,000	Increasing contract amount
30 Mar.2006	Fee Adjustment by \$365,000 and extended term	30 June 06	\$965,000	
15 June 2006	Increased fee by \$355,000 and extended term	Extended term to 30 Sept. 06	\$1,320,000	CCG letter 30 May, 06/ New Hourly Rate
31 Aug. 2006	Increased fee by \$315,000 and extended term	30 Sept. 06	\$1,635,000	
5 Oct. 2006	Increased fee by \$315,000 and extended term	31 Dec. 06	\$1,950,000	Corrected extension date at 31 Aug. 06 meeting
	Decreased fee by \$315,000 on 17 Oct. 06	Not changed	\$1,635,000	Administrative adjustment
14 Dec. 2006	Increased fee by \$1,160,000 and extended term	30 June 07	\$2,795,000	
6 June 2007	New Contract for \$2,500,000	1 July 07 thru 30 June 09	\$5,295,000	CCG rates dated 7/10/07 for 7/1/07-12/31/07
30 Oct. 2008	Increased fee by \$850,000	Not changed	\$6,145,000	



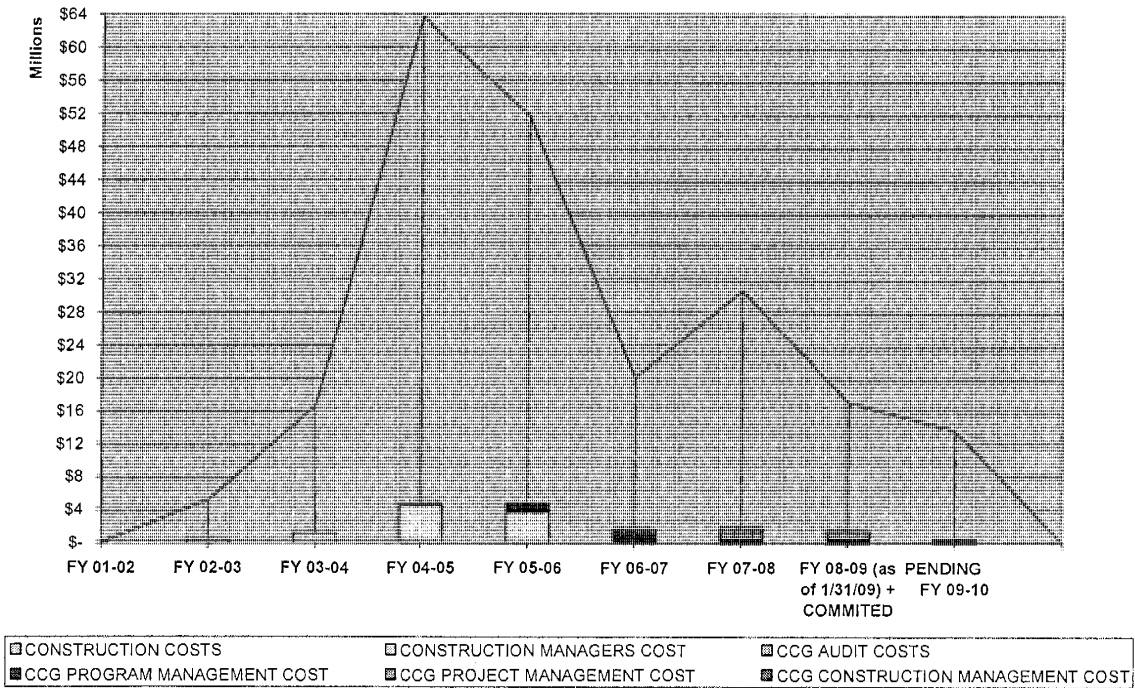
Analysis

The major tasks related to the Measure "Z" program will be concluded by the end of June 30, 2009. These consisted primarily of the construction of the new classroom building at Anaheim High School and the reconstruction of a major classroom building at Katella High School. However; in addition to the program's remaining projects, several new projects have been added. These added projects have created an urgent need for program and project management services beyond June 30, 2009.

For example, on the Anaheim High School Expansion Project, the district must complete several projects to remedy the deficiencies which have not been corrected by the construction contractor. Additionally, the contractor has filed several claims against the district. It is anticipated that a considerable level of detailed work will be necessary to address these claims between now and the end of December 2009. Over the course of the last year, the district staff and CCG team have also worked very diligently to close old district projects with the Division of the State Architect. However; a number of issues related to the earlier projects remain to be addressed. Upgrade of doors and hardware at Cypress High School and Lexington Junior High School, ADA improvements at Oxford Academy and fire alarm system upgrade at Oxford Academy, and upgrade of restrooms at Magnolia High School are a few examples of the projects which must be completed so that project certification from the Division of State Architect can be secured. Furthermore, there are several remaining Measure "Z" projects which were held until budgetary feasibility could be confirmed. These projects include the remaining site improvements at Anaheim and Katella high schools and others. The district also recently elected to construct eight new "QEIA" classrooms at Anaheim High School.

In order to provide a perspective regarding the cost of CCG's services, the graph on the next page depicts the total cost of management of Measure Z as a percentage of construction cost, starting with FY 2002-03 to December of 2009 (projected). You will notice that starting with FY 2005-06, which coincided with commencement of CCG services, the total cost of managing the Measure Z program and projects was reduced considerably in comparison with the first three (3) years of the program when the district was using only multiple prime construction management services.

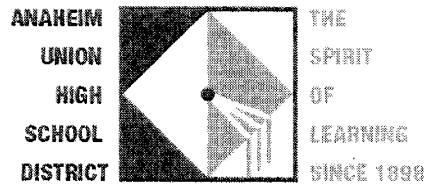
MEASURE Z MANAGEMENT COST IN RELATION TO CONSTRUCTION COSTS



Conclusion

CCG has been very effective in completing the program and project management tasks assigned to them since October, 2008. A copy of the previously October 2008, staffing plan has been attached (attachment 1). You will note that by the end of June 30, 2009, we will be left with a balance of about \$58,252 in the current contract with CCG. None-the-less, the remaining volume of program and project management work between June 30, 2009, and December 31, 2009, is greater than can possibly be managed by the district's in-house staff.

Over the course of the last four (4) years, CCG has been instrumental in assisting the district with successful implementation of the Measure "Z" program. CCG staff is very familiar with the district's policies and standards, intimately knowledgeable about the projects which need to be closed and very familiar with the scope of work to be completed between July of 2009 and December of 2009. Therefore, the most prudent option to complete the necessary work effectively and efficiently is to extend CCG's contract's term from July 1, 2009 to December 30, 2009 with an appropriate increase in the total fees.



CCG has proposed a staffing plan (attachment 2) which lists the designated personnel, their titles and hourly rates. You will notice that the rates will remain the same as before and that the projected cost for CCG's services from July 1, 2009 to December 31, 2009, is estimated to be \$472,261. Additionally, CCG has offered a discount of \$4,167 per month for the extended period totaling more than \$25,000. Since I expect a balance of \$58,252 to remain on the contract on June 30, 2009, the additional funds required for the contract amendment is estimated to be \$389,000.

Recommendation

It is respectfully requested that the Board of Trustees approve an amendment to the contract with Construction Controls Group, Inc., that extends the term of the existing contract from July 1, 2009, to December 30, 2009; and adds \$389,000 to the contract cost. The additional contract amount will be funded through Measure "Z" program funds or other related funds as appropriate to the tasks being managed.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
CONCERNING REINSTATEMENT OF CLASSIFIED POSITIONS
FROM THE 2008-09 REDUCTION IN FORCE**

RESOLUTION NO. 2008/09-HR-05

June 25, 2009

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

WHEREAS, the district has made a commitment to reinstate classified positions from the 2008-2009 Reduction in Force; and

WHEREAS, the Board of Trustees hereby finds that it is in the best interest of the district that the identified classified positions be reinstated by the following extent as indicated:

<u>Classification</u>	<u>Number</u>	<u>Location</u>	<u>Hours & Months</u>
Secretary/Bilingual	1	English Learner Office and BTSA Office	8 hours/10.5 months
Health Services Technician III	1	Hope High School	3.75 hours/11 months

NOW, THEREFORE, BE IT RESOLVED that these classified positions shall be reinstated to the extent set forth above.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on June 25, 2009, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

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 25th day of June 2009, 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 25th day of June 2009.

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

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

EXHIBIT H

**FOR ADJUSTMENTS TO INCOME AND EXPENDITURES
(GENERAL FUND)**

RESOLUTION NO. 2008/09-B-19

June 25, 2009

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District determined that income for the district in the amount required to finance the total budget, expenditures, and transfers for the current fiscal year from sources listed in California Education Code Sections 42602/42610; and

WHEREAS, the Board of Trustees of the Anaheim Union High School District can show just cause for adjustments to income as follows:

<u>Budgetary Account Number</u>	<u>Income Source</u>	<u>Amount</u>
8010-8099	Revenue Limit	\$ (7,754,497)
8100-8299	Federal Revenues	36,646,106
8300-8599	Other State Revenues	1,666,720
8600-8799	Other Local Revenues	(161,712)
8900-8929	Transfer In	-0-
	Total	\$ <u>30,396,617</u>

WHEREAS, the Board of Trustees of the Anaheim Union High School District can show just cause for adjustments to expenditures of such funds as follows:

<u>Budgetary Account Number</u>	<u>Expenditure</u>	<u>Amount</u>
1000-1999	Certificated Salaries	\$ 872,361
2000-2999	Classified Salaries	(59,120)
3000-3999	Employee Benefits	220,558
4000-4999	Books and Supplies	7,533,680
5000-5999	Services, Other Operating	(617,879)
6000-6999	Capital Outlay	198,396
7100-7499	Other Outgo	10,381,139
	Total	\$ <u>18,529,135</u>

Resolution No. 2008/09-B-19

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approves the adjustments to fund balance as follows:

Budgetary Account <u>Number</u>	<u>Account</u>	<u>Amount</u>
9711	Revolving Cash	\$ 5,000
9712	Stores	(180,000)
9740	Legally Restricted Balance	9,289,332
9770	Designated for Econ. Uncertainty	402,410
9780	Other Designations	941,361
9790	Unappropriated Fund Balance	<u>1,409,379</u>
	Total	\$ <u>11,867,482</u>

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on June 25, 2009, by the following votes:

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 25th day of June 2009, 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 25th day of June 2009.

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

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
FOR ADJUSTMENTS TO INCOME AND EXPENDITURES
(VARIOUS FUNDS)**

RESOLUTION NO. 2008/09-B-20

June 25, 2009

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District determined that income for the district in the amount required to finance the total budget, expenditures, and transfers for the 2008-09 year from sources listed in California Education Code Sections 42602/42610; and

WHEREAS, the Board of Trustees of the Anaheim Union High School District can show just cause for adjustments to income and expenses, as follows:

Budgetary Account Number	<u>Description</u>	<u>Amount</u>
<u>Adult Ed Fund</u>		
8000	All Revenue Sources	\$45,704
	Total Revenue Adjustment	<u>\$45,704</u>
1000	Certificated Salaries	\$(133,800)
2000	Classified Salaries	(15,900)
3000	Employee Benefits	(24,880)
4000	Books and Supplies	(49,890)
5000	Services and Other Expenditures	<u>7,020</u>
	Total Expenditure Adjustment	<u>\$(217,450)</u>
<u>Food Service Fund</u>		
8000	All Revenue Sources	\$1,156,458
	Total Revenue Adjustment	<u>\$1,156,458</u>
2000	Classified Salaries	\$93,659
3000	Employee Benefits	(3,800)
4000	Books and Supplies	549,060

Resolution No. 2008/09-B-20

5000	Services and Other Expenditures	10,689
6000	Capital Outlay	<u>35,364</u>
	Total Expenditure Adjustment	<u>\$684,972</u>

Deferred Maintenance Fund

8000	All Revenue Sources	<u>\$(1,513,427)</u>
	Total Revenue Adjustment	<u>\$(1,513,427)</u>

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approves the adjustments to fund balance as follows:

Budgetary Account Number	Fund	Description	Amount
9000	Adult Ed Fund	Fund Balance	\$263,154
9000	Food Service Fund	Fund Balance	\$471,486
9000	Deferred Maint Fund	Fund Balance	\$(1,513,427)

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on June 25, 2009 by the following 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 25th day of June 2009, 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 25th day of June 2009.

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

Resolution No. 2008/09-B-20

Exhibit J

Not Available
At The Time Of
Printing

RESOLUTION NO. 2008/09-B-21

RESOLUTION OF ANAHEIM UNION HIGH SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-10 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2009-10 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$20,000,000 AND PARTICIPATION IN THE SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

WHEREAS, school districts, community college districts and county boards or departments of education are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (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;

WHEREAS, the Board of Trustees of the Anaheim Union High School District (the "Board") has determined that the sum not to exceed Twenty Million Dollars (\$20,000,000) (the "Principal Amount"), which Principal Amount is to be confirmed and set in the Pricing Confirmation or Confirmations (as defined herein), is needed for the requirements of the Anaheim Union High School District (the "District"), a public body corporate and politic situated in the County of Orange (the "County"), for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or two series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, held or accrued by the District attributable to its fiscal year ending June 30, 2010 (the "Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or two series of Notes (as hereinafter defined) in a combined amount not to exceed the Principal Amount;

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes;

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 forty-five calendar days following receipt of this Resolution, the District may issue the Notes in its name in conjunction with a note or notes of another Issuer (as defined herein) pursuant to the terms stated herein;

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 the Repayment Fiscal Year, and available for the payment of the aggregate principal amount of the Notes and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue 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 the Repayment Fiscal Year;

WHEREAS, the District desires to authorize the issuance of the Notes, in one or two series, each to be marketed together with some or all of the notes issued by other school districts and the Department simultaneously therewith, through the issuance of a note (the "Series A Note") not earlier than July 1, 2009 and/or, as may be determined by an Authorized Officer (as defined herein), a subsequent issuance of a note payable on a parity basis (the "Series B Note") prior to June 1, 2010;

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

WHEREAS, the District has determined that it is in the best interests of the District to participate in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts, community college districts and the Orange County Department of Education (the "Department"), each as may direct by form of resolution substantially similar to this Resolution (the Department, if so electing to participate, together with the school districts electing to participate in the Program, the "Issuers") will, on or more dates in the Repayment Fiscal Year, simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Series A Note marketed together with some or all of the notes issued concurrently by other school districts, community college districts and the Department, if an Authorized Officer (as defined herein) determines that it is in the best interest of the District to participate in the Program and, in the event that a comparable Program exists at the time District issues its Series B Note, to have its Series B Note marketed together with some or all of the notes issued by other school districts, community college districts and the Department then participating in such Program upon the determination by an Authorized Officer at that time that participation in such Program is in the best financial interests of the District, and further, the District may issue a Series A Note or a Series B Note, or both, depending upon whether an Authorized Officer determines that the timing of the District's participation in one or two series is in the best financial interest of the District;

WHEREAS, Tamalpais Advisors, Inc. (the "Financial Advisor") will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) provides additional security for notes comprising each Series, and (ii) delivery dates, maturity dates, security provisions and possibly other features, all of which the District hereby authorizes the Financial Advisor to determine, the principal features of which are to be set forth in the respective Pricing Confirmation substantially in the form and substance set forth in Exhibit C hereto (the "Pricing Confirmation") and finalized upon the pricing of the Series A Note and the Series B Note, if any;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement with respect to such Series (each applicable to a separate Series of Note Participations, a "Trust Agreement"), a form of which has been presented to this meeting, between such Issuers in such Series and U.S. Bank National Association, as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations (each, a "Noteholder"), that the respective Issuer or Issuers shall provide notices of the occurrence of certain enumerated events, if deemed by the respective Issuer or Issuers to be material;

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations 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;

WHEREAS, the District desires to have the Trustee execute and deliver (i) a Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note and the notes issued by other Issuers simultaneously therewith; and (ii) a Series of Note Participations which evidence and represent interests of the owners thereof in the Series B Note and such notes as may be issued by other participating Issuers simultaneously therewith, if the Authorized Officer determines at the time of sale of the Series A Note or the Series B Note, as the case may be, that participation in such Program is in the best financial interests of the District, or alternatively, requests that the Board of Supervisors of the County borrow, on the District's behalf, the Principal Amount by the issuance of the Notes;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either 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 designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement, as finally executed (collectively, the "Credit Agreement") between the Issuers and/or the Trustee and the respective Credit Provider;

WHEREAS, the net proceeds of the Notes may be invested under an investment agreement with an investment provider to be determined on the basis of a competitive bid initiated by the Department, as Program Sponsor and set forth in the Pricing Confirmation;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instrument, if any, in substantially the forms presented to the Board, or, in the case of the Credit Instrument, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board with the final form of Trust Agreement, type of Credit Instrument and corresponding Credit Agreement determined and specified in the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b) if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Program, the Series A Note and the notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale pursuant to procedures set forth herein and in the Official Notice of Sale, substantially in the form of the Official Notice of Sale presented to this meeting (the "Official Notice of Sale") or, in the alternative, as provided herein, through negotiation with an underwriter pursuant to the terms and provisions of a purchase agreement, which shall be substantially in the form of the purchase agreement presented to this meeting (the "Purchase Agreement"); 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. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, held or accrued by the District attributable to the Repayment Fiscal Year, 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 two series of the Notes, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the "Anaheim Union High School District 2009-10 Tax and Revenue Anticipation Note, Series ___" (with an appropriate series designation to be specified) (as defined herein, the "Notes"), to be issued in the form of one fully registered note for each series at the principal amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen months thereafter on a date indicated on the face thereof and set forth in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and if such Maturity Date is more than twelve months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed ten percent (10%) per annum as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate"). If the respective Note as evidenced and represented by the Series of Note Participations is not fully paid at maturity or if secured in whole or in part by a Credit Instrument with a draw or claim thereon not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a

draw 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 the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, 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 sentences the Default Rate (as defined in the Trust Agreement). In such case, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee.

The Series A Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act and/or the Series B Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the Authorized Officer at the time of sale of the Series A Note and/or the Series B Note, as the case may be, that participation in such Program is in the best financial interests of the District.

Notwithstanding the foregoing, the issuance of the Series B Note shall be subject to the following conditions:

(1) Receipt of confirmation from Moody's Investors Service and Standard & Poor's (each an "Agency") (if such respective rating agency rated the Series A Note) that the issuance of the Series B Note will not cause a reduction or withdrawal in such Agency's rating on the Series A Note; and

(2) Receipt of an opinion of Bond Counsel to the effect that the interest on the Series B Note is excludable from gross income for federal income tax purposes.

In the event (i) the Board of Supervisors of the County fails or refuses to authorize the issuance of the Series A Note within forty-five calendar days following receipt of this Resolution or (ii) the Act is amended to permit the issuance of the Series A Note by the District without requiring the District to first request the County to issue the Series A Note on its behalf, this Board hereby authorizes issuance of the Series A Note, in the District's name, pursuant to the terms stated in the preceding paragraph and the terms stated hereafter.

Section 3. Form of Notes. The Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in (i) Exhibit A, if

issued by the Board of Supervisors of the County, or (ii) Exhibit B, if issued by the District, each as attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. (a) The Notes shall be sold in one or two series as set forth herein pursuant to the procedures set forth in subsection (b) below, unless any one of the Superintendent, Assistant Superintendent of Business, Member of the Board of Trustees of the District, as the case may be, or, in the absence of said officer, his or her duly appointed deputy or assistant or such other person so designated in writing by the Chair or President of the Board of Trustees of the District (each, an "Authorized Officer") notifies the Representative, as hereinafter defined, that based upon advice of the Financial Advisor and the results of other comparable sales of short-term obligations, it is in the best interests of the District to sell its Notes pursuant to the procedures described in subsection (c) below, in which case those procedures shall be followed.

The District is hereby authorized and directed to cause a form of Notice of Intention to Sell Note Participations to be published once in connection with the Series A Note and once in connection with the Series B Note, at least five days prior to each Sale Date, in *The Bond Buyer*, a financial publication reasonably expected to be disseminated among prospective bidders for the Note Participations. Each such notice shall include the date, time and place of the sale and estimated amount of Note Participations of the particular Series to be sold.

(b) The offices of the Financial Advisor or Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") is hereby fixed as the place, and the Superintendent, Deputy Superintendent or the Assistant Superintendent, Business Services of the Department or his or her designee (the "Representative"), in consultation with the Financial Advisor, shall fix a time with respect to each Series of Note Participations, not later than nine months from the date of adoption of this resolution (each, a "Sale Date"), at which bids will be received for the purchase of the respective Series of Note Participations, subject to the terms and conditions of the respective Official Notice of Sale, substantially in the form of the Official Notice of Sale presented to this meeting, or otherwise pursuant to the Purchase Agreement; provided that the presentation, receipt and analysis of bids may be specified to be conducted through the services of an electronic bidding service or other agent for service satisfactory to the Representative.

The Financial Advisor and/or Bond Counsel are hereby authorized and directed to open the bids or otherwise cause the presentation of bids presented via electronic means at the time and place specified in said Official Notice of Sale and to present the same to the Representative. The Financial Advisor and/or Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to said Official Notice of Sale, to cause said bids to be examined for compliance with said Official Notice of Sale, to cause computations to be made as to which bidder has bid the lowest true interest cost to the Issuers of the applicable Series of Note Participations and to present such bids to the Representative, as provided in said Official Notice of Sale, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Note Participations and proceedings for the issuance thereof; and, in connection with the foregoing, to utilize the services of an electronic bidding service or other agent for service satisfactory to the Representative.

The Representative is authorized to award each Series of the Note Participations under the terms and conditions stated in the Official Notice of Sale to the bidder with the best bid therefore determined in accordance with said Official Notice of Sale and in accordance with the Pricing Confirmation confirming the award of the Note Participations under the terms and conditions stated in the respective Official Notice of Sale including, without limitation, the interest rate and price, and the form of the Pricing Confirmation substantially in the form and substance set forth in Exhibit C attached hereto is hereby approved. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation in substantially said form, with such changes thereto as an Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Notes shall not exceed ten percent (10%) per annum and the aggregate Principal Amount of the Series A Note shall not exceed \$20,000,000.

The Series B Note shall be sold pursuant to the terms and provisions of an Official Notice of Sale substantially similar in scope and content to the Official Notice of Sale, substantially in the form of the Official Notice of Sale presented to this meeting (the "Series B Official Notice of Sale"), as part of the Program or separately, upon determination and written direction of the Authorized Officer. The Representative is hereby authorized and directed to execute and deliver the Series B Official Notice of Sale with such changes as the Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation, substantially in the form and substance set forth in Exhibit C attached hereto in connection with the sale of the Series B Note, with such changes thereto as an Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof.

The Representative and the Financial Advisor are further authorized to take such additional steps as may be required to effect the sale of the Notes and the Note Participations and the award of one or more investment agreements, if any, as solicited from qualified bidders by the Investment Broker retained by the Representative.

(c) If an Authorized Officer notifies the Representative that based upon advice of the Financial Advisor and the results of other comparable sales of short-term obligations, it is in the best interests of the District to negotiate the sale of its Series A Note, then such Note as evidenced and represented by the related Series of Note Participations shall be sold to one or more underwriters (collectively, the "Underwriter") pursuant to the terms and provisions of the Purchase Agreement and as provided in this subsection (c). The form of the Purchase Agreement presented to this meeting is hereby approved. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation evidencing sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note to such Underwriter and, if applicable, the Purchase Agreement, each in substantially said form, with such changes thereto as such Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Series A Note shall not exceed ten percent (10%) per annum, and that the District's *pro rata* share of underwriter's discount on the Series A Note, if applicable, shall not exceed one percent (1.0%) of the Principal Amount of

such Series. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

If an Authorized Officer notifies the Representative that based upon advice of the Financial Advisor and the results of other comparable sales of short-term obligations, it is in the best interests of the District to negotiate the sale of its Series B Note, then such Note as evidenced and represented by the related Series of Note Participations shall be sold pursuant to the terms and provisions of a purchase agreement substantially similar in scope and content to the Purchase Agreement presented to this meeting (the "Series B Purchase Agreement") upon determination and written direction of the Authorized Officer. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation evidencing sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Series B Note to such Underwriter and, if applicable, the Series B Purchase Agreement, each in substantially said form, with such changes thereto as such Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Series B Note shall not exceed ten percent (10%) per annum, and that the District's *pro rata* share of underwriter's discount on the Series B Note, if applicable, shall not exceed one percent (1.0%) of the Principal Amount of such Series. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

(d) If the Authorized Officer does not elect to participate in a Program to pool the Note with notes of other Issuers, the Note shall be sold competitively or to the Underwriter pursuant to the terms and provisions of a purchase agreement substantially similar in scope and content to the Purchase Agreement presented to this meeting, separately upon determination and written direction of the Authorized Officer. The County Officer is hereby authorized and directed to execute and deliver such Purchase Agreement with such changes as such County Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed ten percent (10%) per annum, and that the underwriter's discount on the Note, shall not exceed 1.0% of the amount of the Note.

(e) The District reserves the right to cancel its participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program until one day prior to the date the respective Series of Note Participations shall be offered for sale; provided the District shall not cancel its participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program with respect to Series A Note or the Series B Note on or after the respective sale date thereof; and provided further that the District acknowledges that following the adoption of this Resolution by the District, substantial work will be undertaken upon the District's behalf by the Financial Advisor, Bond Counsel and Disclosure Counsel (each as defined herein) and in consideration of the sharing of costs among of all Issuers, the District hereby authorizes the payment of its *pro rata* portion of the Pool's aggregate costs not to exceed \$140,000 as approved by the Representative in the event that the respective Series of Note Participations shall be executed and delivered, it being understood that no such costs will be due in the event that the respective Series of Note Participations shall not be executed and delivered.

Section 5. Program Approval. The Series A Note shall be combined with notes of other Issuers into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series referred to in the related Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Series A Note in the proportion that the face amount of the Series A Note bears to the total aggregate face amount of the Series A Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The provisions of this Section 5 apply equally to the Series B Note, as if referred to herein, in the event that the Authorized Officer determines at the time of sale of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

The form of Trust Agreement presented to this meeting is hereby approved, and the Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement together with a Credit Agreement consistent with the general terms of the Trust Agreement, if applicable (which Credit Agreement shall be identified in the Pricing Confirmation, in substantially one or more of said forms, with a substantially final form of Credit Agreement delivered to the Authorized Officer concurrent with the Pricing Confirmation), and an undertaking with respect to continuing disclosure (the "Continuing Disclosure Agreement") as required by Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (which undertaking may be set forth in the Trust Agreement), and each 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, Continuing Disclosure Agreement, if applicable, the Pricing Confirmation and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Authorized Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; provided however, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Financial Advisor (and/or Underwriter, if any) is hereby authorized and directed to cause to be delivered in printed and/or electronic form to prospective bidders the Preliminary Official Statement and the Official Notice of Sale in connection with the offering and sale of the Note Participations.

The Authorized Officer is hereby authorized and directed to provide the Financial Advisor (and/or Underwriter, if any) with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District in the Preliminary Official Statement, the Authorized Officer is hereby authorized and directed to provide certification deeming such Preliminary Official

Statement as of its date final within the meaning of the Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), except for certain omissions permitted by the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the execution of the related Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor (and/or the Underwriter, if any).

The Trustee is authorized and directed to execute, on behalf of the District, Note Participations evidencing and representing interests of the owners thereof in the related series of notes pursuant to the terms and conditions set forth in the 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 Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser or purchasers thereof upon payment of the respective purchase price therefor, pursuant to the terms of the Trust Agreement. The District agrees to pay or cause to be paid, in addition to the amounts payable under the Notes, any fees or expenses of the Trustee pursuant to the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note or Notes as evidenced and represented by a Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note or Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of the Note Participations which evidence and represent the Note or Notes are paid the full principal amount represented by the unsecured portion of the Note or 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 Series of Note Participations will be deemed to have received such principal amount 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 the Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (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 of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series.

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.

Section 6. No Joint Obligation; Owners' Rights. The Series A Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners 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 Series A Note, if applicable, and the Notes as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the related series of notes, shall be treated as owners of the notes of the related 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 the related series of notes. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the related series of notes, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Notes evidenced and represented by the related Series of Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to the Series B Note, as if referred to herein, in the event that the Authorized Officer determines at the time of sale of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Series A Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in such Trust Agreement. The moneys received from the sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Series A Note.

The provisions of this Section 7 apply equally to the Series B Note, as if referred to herein, in the event that the Authorized Officer determines at the time of sale of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Notes on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

If the Authorized Officer does not elect to participate in a Program to pool the Notes with notes of other Issuers, then proceeds of the sale of the Notes shall be deposited in a separate fund of the District hereby designated the "2009 Tax and Revenue Anticipation Note Proceeds Fund" (herein called the "Series 2009 Proceeds Fund") which fund shall be established with the Orange County Treasurer (the "County Treasurer") at the time of issuance of the respective Series A Note and/or Series B Note.

All moneys in the Proceeds Fund shall be invested in the Orange County Treasurer's Money Market Educational Investment Pool or, at the written direction of the District, in investments permitted and authorized for such funds, and the proceeds of such investments shall be retained in the Proceeds Fund. Amounts in the Proceeds Fund may 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.

Section 8. Source of Payment. (a) The principal amount of the 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, held or accrued by the District and are attributable to the Repayment Fiscal Year and which are available for payment thereof, with each series of Notes of the District to be payable on a parity basis with the other. As security for the payment of the principal of and interest on the Notes and the amount, if any, owed to the Credit Provider, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, held or accrued by the District and are attributable to the Repayment Fiscal Year, and the principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable 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). 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, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider, if any, shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, held or accrued by the District and are attributable to the Repayment Fiscal Year. Notwithstanding the foregoing the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Notes is set aside and used for said special purpose.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of a Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Notes and the interest thereon, and the District agrees to cause to be deposited (and the District or the Representative shall request specific amounts from

the District's funds on deposit with the County Treasurer for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of notes as one or more sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in such Payment Account, taking into consideration anticipated investment earnings thereon to be received and deposited in the Payment Account on or before the Maturity Date (as set forth in a certificate from the Financial Advisor, or investment advisor, to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation or Pricing Confirmations to the percentages of the principal and interest due on the Notes at maturity as specified in the Pricing Confirmation or Pricing Confirmations. Amounts in the Payment Account are hereby pledged to the payment of the Notes.

The Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the related series of notes at maturity required to be on deposit in the Payment Account in each Repayment Month, all as specified in the related Pricing Confirmation, by executing and delivering the related Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer; provided, however, that the maximum number of Repayment Months shall be six and the amount of Pledged Revenues required to be deposited in any one Repayment Month be stated as a percentage of the principal and interest due on such series of Notes at maturity. In the event that on the last Business Day (as defined in the Trust Agreement) 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 the Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer to transfer any District funds then held or later received by the County Treasurer, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

(b) Any moneys placed in the Payment Account shall be for the benefit of the owner of the Notes and (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Notes and all interest thereon are paid or until provision has been made for the payment of the principal of the Notes at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

(c) The moneys in the Payment Account shall be transferred by the Trustee, to the extent necessary, to pay the principal of and interest on the related series of notes or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Notes in full, moneys in the Payment Account shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Notes and the interest thereon and any

Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Notes in full on the Maturity Date.

(d) Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the related Pricing Confirmation. In the event the District designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations, and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the related Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the investment agreement with respect to the District under the investment agreement shall be severable. 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 the Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement.

Section 9. Execution of Notes. Any one of the County Treasurer, 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 the Notes 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 the Notes by manual or facsimile signature and to affix the seal of the County to the Notes either manually or by facsimile impression thereof. In the event the Notes are issued by the District under the circumstances described in Section 2 hereof, any one of the Chair or President of the Board of Trustees of the District or any other member of such board shall be authorized to execute the Notes by manual or facsimile signature and the Secretary of the Board of Trustees of the District, the Superintendent of the District, any Authorized Officer or any duly appointed assistant thereto, shall be authorized to countersign the Notes by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of the Notes to be filled in as may be appropriate pursuant to the related Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Notes pursuant to the terms and conditions of the related Purchase Agreement, if applicable, and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. Representations and Covenants.

The District hereby makes the following representations and covenants, which shall be reconfirmed prior to delivery of the each series of the Notes:

(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 perform its obligations under this Resolution, (ii) enter into and perform its obligations under the Trust Agreement, the Pricing Confirmation, the District Certificate (as defined herein), the Credit Agreement, if any, and the Purchase Agreement, if any, (iii) authorize the County to issue the Notes on its behalf and, if applicable, (iv) issue the Notes.

(B) (i) Upon the issuance of each series of the Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the 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 the Notes on behalf of the District and to perform its obligations as provided herein and therein and, if applicable, (iii) subject to the terms of this Resolution and Section 53853 of the Act, the District has full legal right, power and authority to issue and deliver the Notes.

(C) The issuance of each series of the Notes, the adoption of this Resolution and the execution and delivery of the Trust Agreement, the Pricing Confirmation, the District Certificate, the Credit Agreement, if any, and the Purchase Agreement, if any, and compliance with the provisions hereof and thereof, will not conflict with 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, 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 the 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 the Notes.

(E) The District has (or will have prior to the issuance of each series the Notes) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has 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 final budget for the Repayment Fiscal Year, (ii) if requested, provide to the Credit Provider, if any, the Financial Advisor and the Underwriter, if any, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Notes plus the interest payable thereon, on the date of its issuance, 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 of the District attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the 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 last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Notes, reasonably expects the County to collect at least eighty-five percent (85%) of such amount for the Repayment Fiscal Year.

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

(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 in the Preliminary Official Statement, there has been no material change in the financial condition of the District since the date of such audited financial statements and no condition exists that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Notes. The District agrees to furnish to the Financial Advisor, the Underwriter, if any, the Credit Provider, if any, and the Trustee promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(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 the Notes, the Trust Agreement, the Pricing Confirmation, the District Certificate, the Purchase Agreement, 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, the Notes, the Trust Agreement, the Purchase Agreement, if any, the Credit Agreement, 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 consent of the Credit Provider, if any, or (ii) in any way that would materially adversely affect the interests of the Noteholders or Note Participation Owners.

(L) Upon issuance of the Notes, the Notes and this Resolution 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, 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 public entities, 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 the Notes.

(N) The District shall not incur any indebtedness 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 the Credit Provider is not in default under the 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 Trust Agreement, as applicable. 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. 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) As of the date of adoption of this Resolution, the District does not have a negative or qualified certification applicable to Fiscal Year 2008-09 within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will deliver a written notice to the Financial Advisor, the Underwriter, if any, the Credit Provider, if any, and Bond Counsel if it receives a qualified or negative certification applicable to Fiscal Year 2008-09 or Fiscal Year 2009-10 prior to the issuance of a series of the Notes.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2008-09 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2009-10 in at least the minimum amount recommended by the State Superintendent of Public Instruction as interpreted by the County Department of Education.

(R) The District will maintain a positive general fund balance during the Repayment Fiscal Year.

Section 11. 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 the Notes 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 the Notes or any other funds of the District which would cause the Notes 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 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, including without limitation, as set forth in the provisions of a certificate of the District (the “District Certificate”) regarding certain tax provisions, to the extent that such requirements are, at the time, applicable and in effect.

(b) The District hereby represents either (i) that the District is a “Small Issuer” and that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2009, including the Notes, is not reasonably expected to exceed \$5,000,000, provided such amount may be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations attributable to financing the construction (as defined in Section 148(f)(C)(iv) of the Code) of public school facilities, or (ii) that the District is a “Large Issuer” and acknowledges that in the event the District does not expend the gross proceeds of the Notes on or before the day that is six months after the date of issuance of the respective series of the Notes so as to satisfy the requirements of Section 148(f)(4)(B) of the Code, the Notes will be subject to the rebate requirement under Section 148(f) of the Code and, notwithstanding, the District covenants that it will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Notes will be expended no later than the day that is six months after the date of issuance of the respective series of the Notes so as to satisfy the requirements of Section 148(f)(4)(B) of the Code, with the acknowledgement that the District may exclude its working capital reserve (as defined in the District Certificate executed in connection with the delivery of the Notes) in accordance therewith.

(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 11, no one other than the holders or former holders of the Notes, the Owners 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 11 shall survive the payment of the Notes.

Section 12. Events of Default and Remedies.

If any of the following events occur, 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 the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other 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 thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall 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, the Pricing Confirmation, the District Certificate, the Purchase Agreement, if any, or in any certificate, 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 Purchase Agreement or in connection with the Notes, is false or misleading in any material respect;

(d) 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 Owners' interests;

(e) 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;

(f) 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, liquidation or trustee) of the District or any of its property is appointed by court order 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 Owners' interests; and

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

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of

the District, an amount equal to the principal of the Notes and interest thereon to maturity, 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

(b) Take whatever other action at law or in equity (except for acceleration of payment on the 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, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's 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 Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note of the related Series due to a default in payment on the Note of the related Series by the District, as provided in Section 5.03 of the related Trust Agreement, or if any portion of the principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has 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 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Notes when such become due and payable, from the 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 such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Notes on the day on which it matures. Payment of the Notes shall be in accordance with the terms of the Notes and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Notes, the Trustee under the Trust Agreement.

Section 14. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute the Notes and cause the Trustee to authenticate and accept delivery of the Notes, pursuant to the terms and conditions of this Resolution and the Trust Agreement. 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, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, the Superintendent or Assistant Superintendent, Business Services of the Representative and the officers of the County referred to above in Section 9 hereof, are hereby designated as “Authorized District Representatives” under the Trust Agreement.

Section 15. Credit Enhancement and Other Actions. The Representative is authorized and directed, for the benefit and in the name of the Program and the District, to purchase municipal bond insurance or other credit enhancement at market rates with respect to each or either Series of the Notes and/or all or part of the Note Participations, if the Representative determines with the advice of the Financial Advisor and Bond Counsel that it will be advantageous to the respective Issuers to purchase such insurance or other credit enhancement. The Representative and the Financial Advisor are further authorized to take such additional steps as may be required to effect the purchase of municipal bond insurance or other credit enhancement which may be issued pursuant to a Credit Agreement between the respective Issuers and/or the Trustee and the respective credit provider and the award of such municipal bond insurance or other credit enhancement, if any, as solicited from qualified providers, which shall be identified and approved in the related Pricing Confirmation. As provided in Section 4 hereof, an Authorized Officer is authorized and directed to execute and deliver the related Pricing Confirmation confirming that the interest rate and price and other terms of the sale of the respective series of Notes are acceptable to the District, and the Authorized Officer is hereby further authorized and directed to execute and deliver such other documents or certificates required to be executed and delivered thereunder or to consummate the transaction contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such Authorized Officer to be conclusively evidenced by such execution and delivery.

Subject to Section 8 hereof, the District hereby agrees that if the Note or Notes as evidenced and represented by the Series of Note Participations shall become a Defaulted Note or Notes, the unpaid portion thereof or the portion to which a credit instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the credit provider providing a credit instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District’s Notes, if any, has been reimbursed for any drawings or payments made under the credit instrument with respect to the Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) as and if provided in the Trust Agreement, the holders of the Series of the Note Participations which evidence and represent the Notes are paid the full principal amount represented by the unsecured portion of the 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 Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

Section 16. Proceedings Constitute Contract. The provisions of the Notes and of this Resolution shall constitute a contract between the District and the registered owner of the Notes and the Credit Provider, 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 irreparable.

Section 17. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Notes or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Notes or any other obligation of the District hereunder.

Section 18. Submittal of Resolution to County. To the extent required by law, the Secretary of the Board of Trustees 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 County Treasurer and to the County Superintendent of Schools.

Section 19. Appointment of Bond Counsel. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District and the Program.

Section 20. Appointment of Disclosure Counsel. The law firm of Hawkins, Delafield & Wood LLP, Los Angeles, California is hereby appointed Disclosure Counsel for the Series and the Program.

Section 21. Appointment of Financial Advisor. Tamalpais Advisors, Inc., Sausalito, California is hereby appointed Financial Advisor for the Series and the Program.

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. Effective Date. This Resolution shall take effect from and after its date of adoption.

EXHIBIT A

FORM OF NOTE

ANAHEIM UNION HIGH SCHOOL DISTRICT

COUNTY OF ORANGE, CALIFORNIA

2009-10 TAX AND REVENUE ANTICIPATION NOTE, SERIES [A/B]*/

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Month</u>	<u>Second Repayment Month</u>	<u>Third Repayment Month</u>
40% (Total of principal and interest due on Note at maturity)	30% (Total of principal and interest due on Note at maturity)	30% (Total of principal and interest due on Note at maturity)**/

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Anaheim Union High School District (the "District"), located in the County of Orange, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, together with interest thereon 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 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

*/ If more than one Series is issued under the Program in the Repayment Fiscal Year.

**/ Number of Repayment Months and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

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 this Note when due or the Credit Provider (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 (as defined in the Resolution) to pay all or a portion of 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 the 2009-10 Tax and Revenue Anticipation Note, Series [A/B] issued for and in the name and on behalf of the District and authorized, executed and given pursuant to and by authority of certain resolutions of the Board of Trustees of the District and the governing board of 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.

The principal of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received, held or accrued by the District for the general fund of the District and are attributable to the Fiscal Year ending June 30, 2010 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Notes, 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 the Repayment Fiscal Year) until the amount on deposit in the Payment Fund (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 interest due on the Notes at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Notes 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. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

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.

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.

COUNTY OF ORANGE

By _____ [SPECIMEN COPY] _____
Title:

Countersigned

By _____ [SPECIMEN COPY] _____
Title:

EXHIBIT B

FORM OF NOTE

ANAHEIM UNION HIGH SCHOOL DISTRICT

COUNTY OF ORANGE, CALIFORNIA

2009-10 TAX AND REVENUE ANTICIPATION NOTE, SERIES [A/B]*/

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
First Repayment Month	Second Repayment Month	Third Repayment Month
40% (Total of principal and interest due on Note at maturity)	30% (Total of principal and interest due on Note at maturity)	30% (Total of principal and interest due on Note at maturity)**/

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Anaheim Union High School District (the "District"), located in the County of Orange, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, together with interest thereon 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 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 this Note when due or the Credit Provider (as defined in the Resolution

*/ If more than one Series is issued under the Program in the Repayment Fiscal Year.

**/ Number of Repayment Months and percentages to be determined in Pricing Confirmation (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 (as defined in the Resolution) to pay all or a portion of 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 the District's 2009-10 Tax and Revenue Anticipation Note, Series [A/B] authorized, executed and given pursuant to and by authority of a resolution of the Board of Trustees 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.

The principal of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received, held or accrued by the District for the general fund of the District and are attributable to the Fiscal Year ending June 30, 2010 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Notes, 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 the Repayment Fiscal Year) until the amount on deposit in the Payment Fund (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 interest due on the Notes at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Notes 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. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

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 District and the Trustee shall not be affected by any notice to the contrary.

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 Trustees 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.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By _____ [SPECIMEN COPY] _____
Title:

Countersigned

By _____ [SPECIMEN COPY] _____
Title:

EXHIBIT C

**SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS, SERIES 2009 ___**

PRICING CONFIRMATION

Anaheim Union High School District (the "Participant")

Principal Amount of Note: \$ _____
Interest Rate (Note Rate): _____ %
Maturity Date: _____, 2010
Purchase Date: _____, 2009
Closing Date: _____, 2009
Purchase Price: \$ _____
 Portion Deposited to Proceeds Subaccount: \$ _____
 Portion Deposited to Costs of Issuance Fund: \$ _____

[Municipal Bond Insurer/Credit Instrument Provider: _____]
[Investment Agreement Provider: _____]
[Interest Rate payable on funds invested under Investment Agreement: _____ %]

Repayment Months: [PROPOSED; SUBJECT TO CHANGE]

First Repayment Month:	February	Percentage of total principal and interest due on Note at maturity
Second Repayment Month:	April	Percentage of total principal and interest due on Note at maturity
Third Repayment Month:	May	Percentage of total principal and interest due on Note at maturity

In addition to the foregoing, the undersigned further certifies that the [Bid Forms][proof of bid] submitted by _____, _____ and _____, as further memorialized by this Pricing Confirmation, are agreed to and accepted as of this Purchase Date as set forth above by an Authorized Officer of the Participant.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____ [SPECIMEN COPY]
 Authorized Officer

SECRETARY'S CERTIFICATE

I, Joseph Farley, Secretary of the Board of Trustees of the Anaheim Union High School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees duly and regularly held at the regular meeting place thereof on the 25th day of June, 2009, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Anaheim, Orange County, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2009

Secretary of the Board of Trustees of the Anaheim
Union High School District

TRUST AGREEMENT

by and among

U.S. BANK NATIONAL ASSOCIATION, as Trustee,

ORANGE COUNTY DEPARTMENT OF EDUCATION, as Representative,

[ANAHEIM CITY SCHOOL DISTRICT, ANAHEIM UNION HIGH SCHOOL DISTRICT, BREA OLINDA UNIFIED SCHOOL DISTRICT, BUENA PARK ELEMENTARY SCHOOL DISTRICT, CAPISTRANO UNIFIED SCHOOL DISTRICT, CENTRALIA ELEMENTARY SCHOOL DISTRICT, FULLERTON SCHOOL DISTRICT, HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT, IRVINE UNIFIED SCHOOL DISTRICT, OCEAN VIEW SCHOOL DISTRICT, ORANGE UNIFIED SCHOOL DISTRICT, SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT and SANTA ANA UNIFIED SCHOOL DISTRICT]

**SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS
SERIES 2009 __**

Dated as of _____ 1, 2009

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TRUST AGREEMENT

This Trust Agreement (the "Trust Agreement"), dated as of _____ 1, 2009, by and between U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the "Trustee"), Orange County Department of Education, as Representative, and [Anaheim City School District, Anaheim Union High School District, Brea Olinda Unified School District, Buena Park Elementary School District, Capistrano Unified School District, Centralia Elementary School District, Fullerton School District, Huntington Beach Union High School District, Irvine Unified School District, Ocean View School District, Orange Unified School District, Saddleback Valley Unified School District and Santa Ana Unified School District] (collectively, and as more particularly defined herein, the "Districts");

W I T N E S S E T H:

WHEREAS, the Districts have determined to simultaneously issue their Tax and Revenue Anticipation Notes, all having the same maturity date and in the respective principal amounts set forth in Schedule I hereto (individually, a "Note" and collectively, the "Notes") and to deposit the Notes with the Trustee and participate in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program (the "Program"); and

WHEREAS, each District is a participant in the Program; and

WHEREAS, each District participating in the Program desires to have its Note marketed together with the Notes issued by the other Districts participating in the Program in order to achieve a lower net interest cost and lower costs associated with issuing its Note; and

WHEREAS, each District has designated the Trustee to act as its trustee with respect to the funds received by such District from the sale of its Note and with respect to the moneys paid by such District in satisfaction of its Note; and

WHEREAS, each District participating in the Program has executed a pricing confirmation, confirming the sale to the Purchaser (as defined herein) of its Note and the Note Participations (described herein) which evidence and represent proportionate and undivided interests in its Note and the Notes issued simultaneously by the other Districts participating in the Program and constituting part of the same Series of Note Participations; and

WHEREAS, each District participating in such Series has authorized and directed the Trustee to execute and deliver on its behalf pursuant to the terms of this Trust Agreement, the Note Participations; and

WHEREAS, the Trustee, pursuant hereto accepts the deposits of the Notes by the Districts; and

WHEREAS, in consideration of such deposits and the execution and entering into of this Trust Agreement, the Trustee has agreed to execute and deliver note participations, as more fully described herein (the "Note Participations") in an aggregate principal amount equal to

the aggregate principal amount of the Notes, each evidencing and representing a proportionate, undivided interest in the Notes; and

WHEREAS, the issuance of the Notes and the approval of the execution and delivery of this Trust Agreement and the Note Participations have been in all respects duly and validly authorized by the governing boards of the Districts pursuant to resolutions duly adopted (collectively, the “Note Resolutions”); and

WHEREAS, the Note Participations and the form of assignment to be endorsed thereon are to be substantially in the form set forth in Exhibit A, with necessary or appropriate variations, omissions and insertions, as permitted or required hereby, and the text of such Note Participation shown as appearing on the back of such Note Participation may be inserted on the front thereof in place of the paragraph referring to such text; and

WHEREAS, the Trustee has accepted the trust created by this Trust Agreement and in evidence thereof has joined in the execution hereof; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Trust Agreement and the delivery of the Note Participations do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Trust Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

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

“Authorized District Representative” means the President or Secretary of the governing board of a District or Superintendent of a District or such other Authorized Officers of a District designated in Section 4 of the respective District Note Resolution, the Superintendent or Assistant Superintendent, Business Services of the Orange County Department of Education, or his or her designee, or any other person at the time designated to act on behalf of such District by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of such District by the President or the Secretary of the governing board of a District or Superintendent of such District.

“Business Day” means any day except Saturday, Sunday or any day on which banks located in the city in which the designated corporate trust office of the Trustee is located, or in the City of Los Angeles, California are required or authorized to remain closed.

“Certificate” or “Request” with respect to a District means an instrument in writing signed on behalf of such District by the Authorized District Representative.

“Code” means the Internal Revenue Code of 1986 and the regulations issued or applicable thereunder.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to a District and related to the authorization, execution and delivery of the Notes and the related sale of the Note Participations, including, but not limited to, the costs of preparation and reproduction of documents, filing and recording fees, fees and charges of the Trustee and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, fees and charges for preparation, execution and safekeeping of the Note Participations and any other costs, charges or fees in connection with the original execution and delivery of the Note Participations and the issuance of the Notes.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 3.02.

“Defaulted Note” means a Note, any of the principal of or interest on which is not paid on the Maturity Date.

“Districts” means the California school districts listed in Schedule I hereto and, where appropriate, the counties electing to be the issuers of the Notes for the districts that are not fiscally accountable, and in each case their successors and assigns.

“Interest Fund” means the fund by that name established in Section 3.02.

“Interest Payment Date” means the date on which interest evidenced and represented by the Note Participations becomes due and payable, being the Maturity Date.

“Maturity Date” means the date on which the principal and interest on each Note becomes due and payable, being _____, 2010.

“Note Participation Payment Fund” means the fund by that name established in Section 3.02.

“Note Participations” means the \$[PAR AMOUNT] South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program, Note Participations, Series 2009__ authorized hereby and at any time Outstanding hereunder that are executed and delivered by the Trustee under and pursuant to Article II.

“Notes” means the tax and revenue anticipation promissory notes designated as “2009-10 Tax and Revenue Anticipation Note, Series 2009__” issued by the Districts in the respective aggregate principal amounts all as described in Schedule I hereto.

“Note Rate” means the rate of interest payable on the Note at maturity.

“Note Resolutions” means the respective resolutions adopted by the governing boards of the Districts and, where applicable (and if a respective county elected to do so), in the case of school districts, community college districts and county boards of education that are not fiscally accountable, the respective resolutions adopted by the county boards of supervisors, in each case authorizing the issuance of the Notes and approving the execution and delivery of this Trust Agreement and the Note Participations.

“Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed by a majority of the Districts.

“Orange County Educational Investment Pool” means the Orange County Educational Investment Pool administered by the Orange County Treasurer for the deposit of school district and community college district funds.

“Outstanding,” when used as of any particular time with reference to Note Participations, means (subject to the provisions of Section 9.02) all Note Participations except —

- (1) Note Participations cancelled by the Trustee or surrendered to the Trustee for cancellation;
- (2) Note Participations paid or deemed to have been paid within the meaning of Section 10.01; and
- (3) Note Participations in lieu of or in exchange or substitution for which other Note Participations shall have been executed and delivered by the Trustee hereunder.

“Owner” means the registered owner of any Outstanding Note Participation.

“Payment Accounts” means the subaccounts created in the Note Participation Payment Fund under Section 3.02.

“Permitted Investments” means any of the following to the extent then permitted by law:

- (1) United States of America Treasury bills, notes, bonds or certificates of indebtedness, or obligations for which the full faith and credit of the United States of America are pledged for the payment of interest and principal;
- (2) Any obligations which are then legal investments for moneys of the Districts under the laws of the State of California; provided, that if such investments are not fully insured by the Federal Deposit Insurance Corporation, such investments shall be, or shall be issued by entities the debt securities of which are, rated in the highest short-term or one of the two highest long-term rating categories by Moody’s Investors Service and Standard & Poor’s Ratings Services, including any fund for which the Trustee, or any of its affiliates provides management, advisory, or sponsorship service;

(3) Units of a money-market fund portfolio composed solely of obligations guaranteed by the full faith and credit of the United States of America rated in one of the two highest rating categories by Moody's Investors Service and Standard & Poor's Ratings Services, including any funds for which the Trustee, or any of its affiliates, provides management, advisory or sponsorship services;

(4) An investment agreement; provided that such agreement is an investment agreement with a financial entity whose senior debt, or claims paying ability (or senior debt or claims paying ability of the financial entity's guarantor) is rated in one of the two highest long-term rating categories by Moody's Investors Service and Standard & Poor's Ratings Services or whose commercial paper rating is in the highest rating category of each such rating agencies or is collateralized by investments listed in subsection (1) hereof as required by Standard & Poor's Ratings Services and Moody's Investors Service to be rated in one of the two highest rating categories;

(5) The Orange County Treasurer's Orange County Educational Investment Pool or the Orange County Treasurer's Money Market Commingled Investment Pool or similar pooled investment fund then maintained by the County Treasurer; or

(6) Any other investment rated in one of the two highest rating categories by Moody's Investors Service and Standard & Poor's Ratings Services approved by a majority of the Districts.

"Pricing Confirmation" means each Pricing Confirmation executed by the Districts on _____, 2009 with respect to the Program.

"Principal Fund" means the fund by that name established in Section 3.02.

"Principal Office of the Trustee" means the corporate trust office of the Trustee, which, for the Trustee initially appointed hereunder, is located in Los Angeles, California, *provided* that for transfer, exchange, registration, surrender and payment of Notes and Note Participations, it means the corporate trust office of U.S. Bank National Association in St. Paul, Minnesota.

"Principal Payment Date" means the date on which principal evidenced and represented by the Note Participations becomes due and payable, being the Maturity Date.

"Proceeds Fund" means the fund by that name established in Section 3.02.

"Proceeds Subaccounts" means the Proceeds Subaccounts created in the Proceeds Fund under Section 3.03(b).

"Program" means the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program pursuant to which the Note Participations are executed and delivered to assist Districts in financing cash flow deficits.

"Purchaser" or "Purchasers" means _____, as purchaser(s) of the Note Participations evidencing and representing interests in the Notes.

“Representation Letter” means the Letter of Representations from the Districts to Trustee, or any successor securities depository for any Note Participations, in which the Trustee makes certain representations with respect to issues of its securities for deposit by DTC or such successor depository.

“Representative” means the Orange County Department of Education, as sponsor of the Program.

“Series of Notes” means the respective tax and revenue anticipation notes in one or more series issued under and in connection with the Program.

“Trust Agreement” means this Trust Agreement executed and entered into as of _____ 1, 2009, by and between the Trustee and the Districts, as originally executed and entered into and as it may from time to time be amended or supplemented in accordance herewith.

“Trustee” means U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, at its principal corporate trust office in Los Angeles, California, or any other bank or trust company at its principal corporate trust office which may at any time be substituted in its place as Trustee as provided in Section 8.02.

Section 1.02. Equal Security. In consideration of the acceptance of the Note Participations by the Owners, this Trust Agreement shall be deemed to be and shall constitute a contract among the Trustee, the Districts and the Owners to secure the full and final payment of the interest and principal evidenced and represented by the Note Participations subject to the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to benefit, protection or security of any Note Participations over any other Note Participations by reason of the number or date thereof or the time of execution or delivery thereof or otherwise for any cause whatsoever.

ARTICLE II

CONDITIONS AND TERMS OF NOTE PARTICIPATIONS

Section 2.01. Preparation of Note Participations. The Trustee is hereby authorized and directed to execute the Note Participations in the aggregate principal amount of _____ Dollars (\$[PAR AMOUNT]) evidencing and representing the aggregate principal amount of the Notes and each evidencing and representing a proportionate, undivided interest in the Notes. The Note Participations shall be initially delivered in the form of one Note Participation and shall be registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company. The Districts hereby authorize the Trustee to execute the Note Participations and to deliver the Note Participations through the FAST System with the Depository Trust Company.

Each District participating in the Program is the issuer of its Note which, when combined with the Notes of other Districts participating in the Program and the same Series, shall be evidenced by the Note Participations which evidence and represent a proportionate and undivided interest in the Note of each District, such that each District participating in the Program is severally, and not jointly, liable on each such Note Participation in the proportion that the face amount of such District's Note bears to the total aggregate face amount of the Notes issued by all Districts participating in the Program and the same Series. Each District participating in the Program has, pursuant to its Note Resolution, authorized and directed the Trustee on behalf of that District to prepare and execute the Note Participations which evidence and represent proportionate and undivided interests in its Note and the Notes issued by other Districts participating in the Program and the same Series and to deliver such Note Participations to the Purchaser upon payment of the purchase price thereof, pursuant to the terms of this Trust Agreement.

Section 2.02. Denominations, Medium, Method and Place of Payment and Dating of Note Participations. The Note Participations shall be executed in the form of fully registered Note Participations in denominations of five thousand dollars (\$5,000) or any integral multiple thereof. The interest and principal evidenced and represented by the Note Participations shall be payable in lawful money of the United States of America. The Trustee may treat the Owner of any Note Participation as the absolute owner of such Note Participation for all purposes, whether or not such Note Participation shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal evidenced and represented by such Note Participation shall be made only to such Owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by such Note Participation to the extent of the sum or sums so paid. All Note Participations paid pursuant to the provisions of this Section shall be cancelled and destroyed by the Trustee and shall not be redelivered and a certificate of destruction shall be delivered to the Purchaser.

The Note Participations shall be dated the date of initial execution and delivery thereof and shall evidence and represent principal of the Notes and interest accrued thereon from the date of initial execution of the Notes and execution and delivery of the Note Participations hereunder.

Section 2.03. Payment Dates of Note Participations. The Note Participations shall have the Principal Payment Date of _____, 2010 and shall evidence and represent proportionate, undivided interests in the aggregate principal of the Notes in the amount of \$[PAR AMOUNT], with interest thereon at the rate of _____% per annum.

The interest evidenced and represented by the Note Participations shall become due and payable on the Interest Payment Date, and shall be in sum the interest payments becoming due and payable on the Notes on the Interest Payment Date. The interest payable on the Notes and evidenced and represented by the Note Participations shall be computed on the basis of a 360-day year of twelve 30-day months.

The principal evidenced and represented by the Note Participations shall become due and payable on the Principal Payment Date, without option of prepayment and shall be in sum the principal becoming due and payable on the Notes on the Principal Payment Date.

Section 2.04. Form of Note Participations. The Note Participations and the form of assignment to appear thereon shall be in substantially the forms in Exhibit A hereto, respectively, with appropriate or necessary insertions, omissions and variations as permitted or required thereby or hereby. The Note Participations may be executed in typewritten, lithographed or printed form.

Section 2.05. Execution of Note Participations. The Note Participations shall be executed by the manual signature of an authorized officer of the Trustee.

Section 2.06. Transfer and Exchange of Note Participations. All Note Participations are transferable or exchangeable by the Owner thereof, in person or by his attorney duly authorized in writing, at the Principal Office of the Trustee in the books required to be kept by the Trustee pursuant to the provisions of Section 2.07, upon surrender of such Note Participations accompanied by delivery of a duly executed written instrument of transfer or exchange in a form acceptable to the Trustee. Whenever any Note Participation or Note Participations shall be surrendered for transfer or exchange, the Trustee shall execute and deliver a new Note Participation or Note Participations of authorized denominations representing the same aggregate principal amount, except that the Trustee shall require the payment by any Owner requesting such transfer or exchange of any tax or other governmental charge required to be paid with respect to such transfer or exchange. All Note Participations surrendered pursuant to the provisions of this Section shall be cancelled by the Trustee and shall not be redelivered.

Section 2.07. Note Participation Registration Books. The Trustee will keep at its Principal Office sufficient books for the registration of the ownership, transfer or exchange of the Note Participations, which books shall be available for inspection by the Districts or any Owner or his agent duly authorized in writing at reasonable hours and under reasonable conditions during regular business hours; and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register the ownership, transfer or exchange of the Note Participations in such books as hereinabove provided. The ownership of any Note Participations may be proved by the books required to be kept by the Trustee pursuant to the provisions of this Section.

Section 2.08. Temporary Note Participations. The Note Participations may be initially delivered in temporary form exchangeable for definitive Note Participations when ready for delivery, which temporary Note Participations shall be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Trustee, shall be in fully registered form and shall contain such reference to any of the provisions hereof as may be appropriate. Every temporary Note Participation shall be executed and delivered by the Trustee upon the same conditions and terms and in substantially the same manner as definitive Note Participations. If the Trustee executes and delivers temporary Note Participations, it will prepare and execute definitive Note Participations without delay, and in that case, upon demand of the Owner of any temporary Note Participations, such definitive Note Participations shall be exchanged without cost to such Owner for temporary Note Participations at the Principal Office

of the Trustee upon surrender of such temporary Note Participations, and until so exchanged such temporary Note Participations shall be entitled to the same benefit, protection and security hereunder as the definitive Note Participations executed and delivered hereunder. All temporary Note Participations surrendered pursuant to the provisions of this Section shall be cancelled by the Trustee and shall not be redelivered.

Section 2.09. Note Participations Mutilated, Destroyed, Lost or Stolen. If any Note Participation shall become mutilated, the Trustee shall execute and deliver a new Note Participation of like tenor in exchange and substitution for the Note Participation so mutilated, but only upon surrender to the Trustee of the Note Participation so mutilated, and every mutilated Note Participation so surrendered to the Trustee shall be cancelled by it. If any Note Participation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and if such evidence is satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee shall execute and deliver a new Note Participation of like tenor and Principal Payment Date in lieu of and in substitution for the destroyed, lost or stolen Note Participation. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note Participation executed and delivered by it under this Section and of the expenses which may be incurred by it under this Section. Any replacement Note Participation executed and delivered under the provisions of this Section in lieu of and in substitution for any mutilated, destroyed, lost or stolen Note Participation shall be equally and proportionately entitled to the benefit, protection and security hereof with all other Note Participations executed and delivered hereunder; and the Trustee shall not be required to treat both the original Note Participation and any replacement Note Participation as being Outstanding for the purpose of determining the principal amount of Note Participations which may be executed and delivered hereunder or for the purpose of determining any percentage of Note Participations Outstanding hereunder, but both the original and the replacement Note Participation shall be treated as one and the same. Notwithstanding any other provisions of this Section, rather than executing and delivering a new Note Participation for a mutilated, destroyed, lost or stolen Note Participation the Principal Payment Date of which has occurred or is about to occur, the Trustee may make payment of the principal evidenced and represented by such mutilated, destroyed, lost or stolen Note Participation directly to the Owner thereof under such regulations as the Trustee may prescribe.

Section 2.10. Special Covenants as to Book-Entry Only System.

(a) Except as otherwise provided in subsections (b) and (c) of this Section 2.10, the Note Participations initially executed and delivered hereunder shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), or such other nominee as DTC may request. Payment of the principal and interest represented by each Note Participation registered in the name of Cede & Co. shall be made to the account, in the manner and at the address indicated in or pursuant to the Representation Letter delivered to DTC by the Trustee.

(b) The Note Participations executed and delivered hereunder shall be in the form of a single fully registered certificate for each maturity within each Series. Upon initial execution of the Note Participations, the ownership of all such Note Participations shall be registered in the registration records maintained by the Trustee pursuant to Section 2.07 in the

name of Cede & Co., as nominee of DTC, or such other nominee as DTC may request. The Trustee, the Districts and any paying agent may treat DTC (or its nominee) as the sole and exclusive owner of the Note Participations registered in its name for the purposes of payment of the principal and interest represented by such Note Participations, giving any notice permitted or required to be given to an Owner under this Trust Agreement, registering the transfer of Note Participations, obtaining any consent or other action to be taken by the Owners and for all other purposes whatsoever; and neither the Trustee nor the Districts shall be affected by any notice to the contrary. Neither the Trustee nor the Districts shall have any responsibility or obligation to any Participant (which shall mean, for purposes of this Section 2.10, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the Note Participations under or through DTC or any Participant, or any other person which is not shown on the registration records as being an Owner, with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount in respect of the principal or interest represented by such Note Participations, (iii) any notice which is permitted or required to be given to the Owners under this Trust Agreement, or (iv) any consent given or other action taken by DTC as Owner. The Trustee shall pay all principal of and interest represented by the Note Participations only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the Note Participations will be transferable to such new nominee in accordance with subsection (f) of this Section 2.10.

(c) In the event that 20% of the Districts determine that it is in the best interests of the Districts or the beneficial owners of the Note Participations that they be able to obtain certificates, the Trustee shall, upon the written instruction of 20% of the Districts, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of certificates. In such event, the Note Participations will be transferable in accordance with subsection (f) of this Section 2.10. DTC may determine to discontinue providing its services with respect to any Series of Note Participations at any time by giving written notice of such discontinuance to the Districts and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, such Note Participations will be transferable in accordance with subsection (f) of this Section 2.10. Whenever DTC requests the Districts or the Trustee to do so, the Trustee and the Districts will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all Note Participations then Outstanding. In such event, such Note Participations will be transferable to such securities depository in accordance with subsection (f) of this Section 2.10, and thereafter, all reference in this Trust Agreement to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(d) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Note Participations Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal and interest represented by each such Note Participation and all notices with respect to each such Note Participation shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) The Trustee is hereby authorized and requested to execute and deliver the Representation Letter and, in connection with any successor nominee for DTC and any successor depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Trust Agreement.

(f) In the event that any transfer or exchange of Note Participations is under subsection (b) or (c) of this Section 2.10, such transfer or exchange shall be accomplished upon receipt by the Trustee from the registered owner thereof of the Note Participations to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Section 2.06. In the event Note Participations are executed and delivered to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Note Participations, another securities depository as holder of all the Note Participations, or the nominee of such successor securities depository, the provisions of Sections 2.02, 2.03 and 2.06 shall also apply to, among other things, the registration, exchange and transfer of the Note Participations and the method of payment of principal, and interest represented by the Note Participations.

ARTICLE III

PROCEEDS OF NOTE PARTICIPATIONS

Section 3.01. Delivery of Note Participations. The Trustee is hereby authorized to execute and deliver the Note Participations to the Purchaser upon receipt of a written request of the Districts, the Notes and the proceeds of sale of the Note Participations.

Section 3.02. Establishment of Funds and Deposit of Proceeds of Note Participations. The Trustee hereby agrees to establish and maintain hereunder, in trust, the Costs of Issuance Fund, the Proceeds Fund and the Proceeds Subaccounts therein, the Note Participation Payment Fund and the Payment Accounts therein, one of which shall be established for each District, the Interest Fund and the Principal Fund. The proceeds received from the sale of the Note Participations are to be deposited in the following funds in the following amounts:

Costs of Issuance Fund	\$ _____
Proceeds Fund	\$ _____

Section 3.03. Use of Money in the Costs of Issuance Fund and the Proceeds Fund; Additional Deposits to Proceeds Fund.

(a) The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance upon receipt of (i) a Request of the General Counsel to the Districts, which shall be sequentially numbered, stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund and (ii) an original invoice or invoices or evidence of payment of an invoice when such requisition is in reimbursement thereof. On _____, 2009 or on such earlier date upon Request of the General Counsel, amounts, if any, remaining in the Costs of Issuance Fund (and not required to pay identified Costs of Issuance (as identified in writing to the Trustee by the Representative), including any additional fees or expenses of the

Trustee, shall be transferred to each Authorized District Representative, or to the Assistant Superintendent, Business Services of the Orange County Department of Education, or his or her designee, or any other person at the time designated to act on behalf of such District by written certificate furnished to the Trustee for the account of each District *pro rata* in accordance with each Note's principal amount, subject to adjustment for excess costs of issuance attributable to any particular District.

(b) All money in the Proceeds Fund shall be held by the Trustee in trust. Funds in the Proceeds Fund shall be credited to subaccounts of that Fund (the "Proceeds Subaccounts"), one of which shall be established for each District, initially in amounts set forth in Schedule II, attached hereto and made a part hereof, and thereafter *pro rata* in accordance with the principal amount of the Note issued by each District. Each District hereby directs the Trustee to disburse, immediately upon receipt, moneys in or attributable to the Proceeds Subaccount of such District to the Treasurer to the credit of such District in the Orange County Treasurer's Orange County Educational Investment Pool, to be used for any purpose for which such District is authorized to expend moneys. In the event that thereafter District directs the withdrawal of amounts on deposit in the Orange County Educational Investment Pool and the transfer to the Trustee for deposit in its Proceeds Subaccount, amounts therein shall be disbursed to that District from time to time, as soon as practical, pursuant to a Requisition of the District in substantially the form set forth as Exhibit B hereto, submitted in advance of the requested payment date (by facsimile, hand delivery or mail) to be used for any purpose for which the District is authorized to expend moneys, and shall be invested as directed by the respective District in any of the Permitted Investments pursuant to an instruction to the Trustee (as certified by the directing party). The Trustee shall have no further responsibility for such moneys disbursed in accordance with the provisions of this Section.

Upon written instruction from any Authorized District Representative, or from the Authorized District Representative of the Orange County Department of Education on behalf of any District, to the extent that the Trustee holds moneys and/or securities in a District's Proceeds Subaccount, there shall be transferred to such District's Payment Account in the Note Participation Payment Fund from such Proceeds Subaccount in any Repayment Month of such District designated on the face of such District's Note, the amount stated in such instruction, but not more than an amount equal to the percentages of the principal and interest due on such District's Note at maturity for the corresponding Repayment Month designated on the face of such District's Note. Any amounts remaining in a Proceeds Subaccount after the amounts transferred hereunder to the Note Participation Payment Fund have been transferred, less the amount of all outstanding Predefault Obligations and Reimbursement Obligations of or allocable to such District, shall be returned to the respective District on or after the Principal Payment Date.

(c) At the option of any District, prior to the Principal Payment Date any District may transfer to the Trustee for deposit and credit to such District's Proceeds Subaccount any funds of the District; *provided* the amount of such transfer, which when added to the amount then on deposit in such District's Proceeds Subaccount, is less than or equal to the amount of Note Participation proceeds initially credited to such District's Proceeds Subaccount, and the Districts shall provide the Trustee written notice of the amount of such transfer prior to making of such transfer to the Trustee.

ARTICLE IV

TRUSTEE'S DUTIES REGARDING NOTES

Section 4.01. Return of Paid Notes. Each Note, when paid in full shall be cancelled by the Trustee and returned to the Authorized District Representative of the Orange County Department of Education who shall forward the cancelled Note to the District that issued such Note.

ARTICLE V

NOTE PAYMENTS

Section 5.01. Deposit of Notes. The Notes, as evidenced and represented by the Note Participations, are hereby irrevocably deposited with and pledged and transferred to the Trustee, who is the registered owner of each Note for the benefit of the Owners of the Note Participations and the payments on the Notes shall be used for the punctual payment of the interest and principal evidenced and represented by the Note Participations, and the Notes shall not be used for any other purpose while any of the Note Participations remain Outstanding. This deposit, transfer and pledge shall constitute a first and exclusive lien on the principal and interest payments of the Notes for the foregoing purpose in accordance with the terms hereof. The Trustee hereby accepts the deposit of the Notes.

All principal and interest payments on the Notes shall be paid directly by the Districts to the Trustee. All principal and interest payments on the Notes received by the Trustee shall be held in trust by the Trustee under the terms hereof and shall be deposited by it, as and when received, in the appropriate Payment Account within the Note Participation Payment Fund, which fund the Trustee hereby agrees to maintain so long as any Note Participations are Outstanding, and all money in such fund shall be held in trust by the Trustee for the benefit of the District submitting such money until deposited in the funds specified in Section 5.02, whereupon such money shall be held in trust in such funds by the Trustee for the benefit and security of the Owners to the extent provided herein, and invested by the Trustee in accordance with each District's Pricing Confirmation and any subsequent written instruction to invest delivered in accordance with this Trust Agreement. Pursuant to each District's Note Resolution, each District is required to deposit amounts with the Trustee in the months identified as such District's Repayment Months (as defined in such District's Note Resolution and indicated on the face of such District's Note) until the amount on deposit in such District's Payment Account is equal to the percentages of the principal and interest due on such District's Note required in each Repayment Month as indicated on the face of such District's Note. If any District fails to make the required deposits, the Trustee shall as soon as practical (but in any event within five Business Days) notify such District and Moody's Investors Service of such failure. If the Trustee receives Note repayments from a District in excess of the amounts required to pay the principal of and interest due on such District's Note on the Principal Payment Date, such excess amounts shall remain in the appropriate District's Payment Account in the Note Participation Payment Fund and shall be transferred to such District following payment of the amount of Note Participations evidencing and representing such District's Note. The Districts, to the extent they have any

interest in such fund, hereby pledge, transfer, assign and grant a lien on and a security interest in the Note Participation Payment Fund to the Trustee for the benefit of the Owners.

Section 5.02. Deposit of Money in the Note Participation Payment Fund.

The Trustee shall deposit the money contained in the Note Participation Payment Fund at the following respective times in the following respective funds in the manner hereinafter provided, each of which funds the Trustee hereby agrees to maintain so long as any Note Participations are Outstanding, and the money in each of such funds shall be disbursed only for the purposes and uses hereinafter authorized (subject to Section 5.03):

(a) Interest Fund. The Trustee, on the Interest Payment Date, shall deposit in the Interest Fund that amount of money representing the interest becoming due and payable on the Notes on such Interest Payment Date. All money in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest evidenced and represented by the Note Participations on the Interest Payment Date.

(b) Principal Fund. The Trustee, on the Principal Payment Date, shall deposit in the Principal Fund that amount of money representing the principal becoming due and payable on the Notes on such Principal Payment Date. All moneys in the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal evidenced and represented by the Note Participations on the Principal Payment Date.

To the extent moneys in a District's Payment Account are insufficient to pay all of the principal of and interest on such District's Note at maturity, the money in such District's Payment Account shall be applied in the priority set forth in Section 8(C) of the District's Note Resolution.

Moneys in any District's Payment Account shall not be used in any manner (directly or indirectly) to make up any deficiency in any other District's Payment Account.

ARTICLE VI

COVENANTS

Section 6.01. Compliance with Trust Agreement. The Trustee will not execute or deliver any Note Participations in any manner other than in accordance with the provisions hereof; and the Districts will not suffer or permit any default to occur hereunder, but will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by them.

Section 6.02. Amendment of Notes. The Districts and the Trustee will not amend or permit the amendment of the Notes without (a)(1) a determination that such amendment does not materially adversely affect the interest of the Owners or (2) the written consents of the Owners of a majority in aggregate principal amount of the Note Participations then Outstanding, and (b) an Opinion of Counsel to the effect that such amendment will not cause interest on the Notes to be included in gross income for federal income tax purposes; *provided* that, no such amendment shall reduce the rate of interest or amount of principal or extend the time of payment thereof with respect to any Note.

Section 6.03. Observance of Laws and Regulations. The Districts will faithfully observe and perform all lawful and valid obligations or regulations now or hereafter imposed on them by contract, or prescribed by any state or national law, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by them, including their right to exist and carry on their respective businesses, to the end that such observance or performance is material to the transactions contemplated hereby.

Section 6.04. Tax Covenants. (a) Each 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 the District's Note, as evidenced and represented by the Note Participations, under Section 103 of the Code. Each District will not directly or indirectly use or permit the use of any proceeds of the Note Participations or the obligations which they evidence and represent or any other funds held hereunder or take or omit to take any action that would cause the Note Participations or the obligation which they represent to be "private activity bonds" within the meaning of Section 141(a) of the Code or obligations which are "federally guaranteed" within the meaning of Section 149(b) of the Code.

(b) Each District will not directly or indirectly use or permit the use of any proceeds of the Note Participations or the obligations which they represent or any other funds held hereunder or take or omit to take any action that would cause the Note Participations or the obligations which they evidence and represent to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, each District has covenanted to comply with all requirements of Section 148 of the Code to the extent applicable to each Series of Notes. In the event that at any time any District is of the opinion (which opinion may be based on an Opinion of Counsel), that for purposes of this Section 6.04(b) it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under this Trust Agreement with respect to such District, such District shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

Section 6.05. Liens. So long as any Note Participations are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the Districts will not create or suffer to be created any pledge of or lien on the Notes other than the pledge and lien hereof.

Section 6.06. Accounting Records and Statements. The Trustee shall keep proper books of record and account in accordance with industry standards in which complete and correct entries shall be made of all transactions made by the Trustee relating to the receipt, investment, disbursement, allocation and application of all funds received by the Trustee hereunder. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Trustee is to be allocated and shall set forth, in the case of each investment: (a) its purchase price; (b) identifying information, including par amount, coupon rate, and payment dates; (c) the amount received at maturity or its sale price, as the case may be; (d) the amounts and dates of any payments made with respect thereto; and (e) such documentation as is required to be obtained as evidence to establish that all investments have been purchased in arms' length transactions with no amounts paid to reduce the yield on the investments.

Such records shall be open to inspection by any District at any reasonable time during regular business hours on reasonable notice. Not later than the Principal Payment Date and upon retirement of all Note Participations, the Trustee will furnish to the Districts and to any Owner who may so request (at the expense of such Owner) a complete statement covering the receipts, deposits and disbursements of the funds hereunder.

Section 6.07. Recordation and Filing. The Districts will file, record, register, renew, refile and rerecord all such documents, including financing statements (or continuation statements in connection therewith), as may be required by law in order to maintain at all times a security interest in the Notes under and pursuant to this Trust Agreement, all in such manner, at such times and in such places as may be required in order to fully perfect, preserve and protect the benefit, protection and security of the Owners and the rights of the Trustee hereunder, and the Districts will do whatever else may be necessary or be reasonably required in order to perfect and continue the pledge of and lien on the Notes as provided herein.

Section 6.08. Further Assurances. Whenever and so often as requested to do so by the Trustee or any Owner, the Districts will promptly execute and deliver, or cause to be executed and delivered, all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Owners the benefit, protection and security conferred, or intended to be conferred, upon them hereby.

ARTICLE VII

DEFAULT AND LIMITATIONS OF LIABILITY

Section 7.01. Action on Default. If any default in the payment of principal of or interest on a Note of either Series of Notes or any other “Event of Default” defined in a Note Resolution shall occur and be continuing, or if any default shall be made by a District in the performance or observance of any other of the covenants, agreements or conditions on its part herein contained and such default shall have continued for a period of thirty (30) days after written notice thereof shall have been given to such District by the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the Note Participations at the time Outstanding, then such default shall constitute an “Event of Default” hereunder, and in each and every such case during the continuance of such Event of Default the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the Note Participations at the time Outstanding shall be entitled, upon notice in writing to such District, but subject to the provisions of Section 7.05, to exercise the remedies provided to the owner of the Note then in default or under the Note Resolution pursuant to which it was issued; *provided*, that nothing contained herein shall affect or impair the right of action of any Owner to institute suit directly against the District to enforce payment of the obligation evidenced and represented by such Owner’s Note Participation.

The Owners of Note Participations, for purposes of this Trust Agreement and the Note Resolution of each District, to the extent of their interest, shall be treated as owners of the Notes and shall be entitled to all rights and security of the owners of Notes pursuant to each Note and Note Resolution and this Trust Agreement, and shall be treated for all purposes as owners of

the Notes. Each District recognizes the rights of the Owners of the Note Participations, acting directly or through the Trustee, to enforce the obligations and covenants contained in its Note, its Note Resolution and this Trust Agreement; *provided* that in no event shall a District be liable for any obligations, covenants or damages except those which arise out of its Note and its Note Resolution, and, in particular, no District shall be liable for any obligations, liabilities, acts or omissions of any other District.

Section 7.02. Other Remedies of the Trustee. The Trustee shall have the right

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights hereunder against any District or any trustee, member, officer or employee thereof, and to compel such District or any such trustee, member, officer or employee thereof to observe or perform its or his duties under applicable law and the agreements, conditions, covenants and terms contained herein, or in the applicable Note and Note Resolution, required to be observed or performed by it or him;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee; or

(c) by suit in equity upon the happening of any default hereunder to require any District and any trustee, member, officer and employee to account as the trustee of any express trust.

Section 7.03. Non-Waiver. A waiver by the Trustee of any default hereunder or breach of any obligation hereunder shall not affect any subsequent default hereunder or any subsequent breach of an obligation hereunder or impair any rights or remedies on any such subsequent default hereunder or on any such subsequent breach of an obligation hereunder. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default hereunder shall impair any such right or remedy or shall be construed to be a waiver of any such default hereunder or an acquiescence therein, and every right or remedy conferred upon the Trustee by applicable law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee.

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

Section 7.04. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall be deposited into the segregated Payment Account of the Note Participation Payment Fund relating to the defaulting District's Note and be applied by the Trustee after payment of all amounts due and payable under Section 8.03 hereof in the following order upon presentation of the several Note Participations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid; *provided* that the Trustee shall obtain and follow the instructions contained in an Opinion of Counsel and rebate or set aside for rebate from the specified funds

held hereunder any amount pursuant to such instructions required to be paid to the United States of America under the Code:

First, Costs and Expenses: to the payment of the costs and expenses of the Trustee and of the Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel;

Second, Interest: to the payment to the persons entitled thereto of all payments of interest evidenced and represented by the Note Participations then due in the order of the due date of such payments, and, if the amount available shall not be sufficient to pay in full any payment or payments coming due on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal evidenced and represented by any Note Participations which shall have become due, in the order of their due dates, with interest on the overdue principal and interest represented by the Note Participations at a rate equal to the Note Rate and, if the amount available shall not be sufficient to pay in full all the amounts due with respect to the Note Participations on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference.

Section 7.05. Remedies Not Exclusive. No remedy conferred herein upon or reserved herein to the Trustee is intended to be exclusive and all remedies shall be cumulative and each remedy shall be in addition to every other remedy given hereunder or now or hereafter existing under applicable law or equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any other applicable law.

Section 7.06. Exercise of Remedies. Upon the exercise by any Owner of its right of action to institute suit directly against a District to enforce payment of the obligation evidenced and represented by such Owner's Note Participation, any moneys recovered by such action shall be deposited with the Trustee and applied as provided in Section 7.04 and in this Section 7.06.

In the event that, notwithstanding the foregoing, any payment or distribution of any character shall be received by the Trustee or any Owner in contravention of any of the terms hereof such payment or distribution or security shall be received in trust for the benefit of, and shall be paid over or delivered and transferred to the Note Participation Owners, in accordance with this Trust Agreement. In the event of the failure of the Trustee or any Owner to endorse or assign any such payment, each is hereby irrevocably authorized to endorse or assign the same.

Section 7.07. No Liability by the Districts to the Owners. Except for the payment when due of the principal of and interest on the Notes (which shall be payable only from moneys available therefor as set forth in Section 8 of the Note Resolutions) and the observance and performance of the other agreements, conditions, covenants and terms contained in the Notes and the Note Resolutions, the Districts shall not have any obligation or liability to

the Owners with respect to this Trust Agreement or the preparation, execution, delivery, transfer, exchange or cancellation of the Note Participations or the receipt, deposit or disbursement of the principal of and interest on the Notes by the Trustee, or with respect to the performance by the Trustee of any obligation contained herein required to be performed by it.

Section 7.08. No Liability by the Trustee to the Owners. Except as expressly provided herein, the Trustee shall not have any obligation or liability to the Owners with respect to the payment when due of the Notes by the Districts, or with respect to the observance or performance by the Districts of the other agreements, conditions, covenants and terms contained in the Notes and the Note Resolutions.

ARTICLE VIII

THE TRUSTEE

Section 8.01. Employment and Duties of the Trustee. The Districts hereby appoint and employ the Trustee to receive, deposit and disburse the payments on the Notes as provided herein, to prepare, execute, deliver, transfer, exchange and cancel the Note Participations as provided herein, to pay the interest and principal evidenced and represented by the Note Participations to the Owners thereof as provided herein and to perform the other obligations contained herein; all in the manner provided herein and subject to the conditions and terms hereof. By executing and delivering this Trust Agreement, the Trustee undertakes to perform such obligations (and only such obligations) as are specifically set forth herein, and no implied covenants or obligations shall be read herein against the Trustee.

Section 8.02. Removal and Resignation of the Trustee. A majority of Districts not then in default under their respective Note Resolutions may at any time remove the Trustee initially a party hereto and any successor thereto by giving written notice of such removal to the Trustee and all of the Districts and by giving notice by first-class mail of such removal to all Owners of Note Participations and the Trustee initially a party hereto and any successor thereto may at any time resign by giving written notice of such resignation to the Districts and by giving notice by mail of such resignation to all Owners of Note Participations. Upon giving any such notice of removal or upon receiving any such notice of removal or resignation, a majority of Districts shall promptly appoint a successor Trustee by an instrument in writing; *provided*, that in the event a majority of Districts do not appoint a successor Trustee within sixty (60) days following the giving of any such notice of removal or the receipt of any such notice of resignation, the removed or resigning Trustee may petition any appropriate court having jurisdiction to appoint a successor Trustee. Any successor Trustee shall be a bank or trust company doing business and having a principal corporate trust office either in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital) and surplus of at least five hundred million dollars (\$500,000,000) and subject to supervision or examination by state or national authorities. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the written acceptance of the appointment by the successor Trustee.

Section 8.03. Compensation of the Trustee. The Districts, solely from amounts held in the Costs of Issuance Fund or paid by the Districts specifically for such purpose, shall from time to time, subject to any agreement then in effect with the Trustee, pay the Trustee compensation for its services and reimburse the Trustee for all its advances and expenditures hereunder, including, but not limited to, advances to and fees and expenses of accountants, agents, appraisers, consultants, counsel or other experts employed by it in the observance and performance of its rights and obligations hereunder; *provided*, that the Trustee shall not have any lien for such compensation or reimbursement against any money held by it in any of the funds established hereunder, although the Trustee may take whatever legal actions are available to it directly against the Districts to recover such compensation or reimbursement.

Section 8.04. Protection of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any affidavit, bond, certificate, consent, notice, request, requisition, resolution, statement, telegram, voucher, waiver or other paper or document which it shall in good faith believe to be genuine and to have been adopted, executed or delivered by the proper party or pursuant to any of the provisions hereof, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee may consult with counsel, who may be counsel to the Districts, with regard to legal questions arising hereunder, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith in accordance therewith.

The Trustee shall not be responsible for the sufficiency of the payments on the Notes, or of the assignment made to it of all rights to receive the payments on the Notes and shall not be deemed to have knowledge of any Event of Default unless and until it shall have actual knowledge thereof or have received written notice thereof at the Principal Trust Office of the Trustee. The Trustee shall not be accountable for the use or application by the Districts, or any other party, of any funds which the Trustee properly releases to the Districts or which the Districts may otherwise receive from time to time. The Trustee makes no representation concerning, and has no responsibility for, the validity, genuineness, sufficiency, or performance by parties other than the Trustee of this Trust Agreement, any Note Participation, any Note, any Note Resolution or of any other paper or document, or for taking any action on them (except as specifically and expressly stated for the Trustee in this Trust Agreement), or with respect to any obligation of the Districts.

Whenever in the observance or performance of its rights and obligations hereunder or under the Note Participations the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the Purchaser, and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon

the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may buy, sell, own, hold and deal in any of the Note Participations and may join in any action which any Owner may be entitled to take with like effect as if it were not a party hereto. The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Districts, and may act as agent, depository or trustee for any committee or body of Owners or of owners of obligations of the Districts as freely as if it were not the Trustee hereunder.

The Trustee shall not be answerable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever in connection with the funds established hereunder, except only for its own willful misconduct or negligence.

No provision hereof shall require the Trustee 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 repayment of such funds or adequate indemnity against such risk or liability is not assured to it, and before taking any action hereunder the Trustee may require that indemnity satisfactory to it be furnished for all expenses to which it may be put and to protect it from all liability thereunder.

The Districts will indemnify the Trustee for any liability incurred by the Trustee as a result of the Trustee executing the Representation Letter on behalf of the Districts.

The Districts agree to indemnify and hold the Trustee, its officers, directors, employees and agents harmless from and against any loss, liability, cost, expense or claim whatsoever which it may incur without negligence or willful misconduct on the Trustee's part, arising out of the acceptance of the duties of the Trustee hereunder and the administration thereof or in the exercise or performance of its powers and duties hereunder, including without limitation those of its attorneys, including the costs and expenses of defending against any claim of liability. Such indemnity should survive the termination and discharge of this Trust Agreement.

The Trustee shall have no responsibility with respect to any information statement, recital or the content of any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Notes and Note Participations.

The Trustee shall not be liable with respect to any action taken or not taken by it at the direction of the Owners of a majority in aggregate principal amount of the Note Participations outstanding relating to the exercise of any right or remedy available to the Trustee or the exercise of any trust or power conferred upon the Trustee hereunder.

The Trustee has executed the Note Participations solely in its capacity as Trustee under this Trust Agreement and is not liable thereon in its individual or personal capacity and all payments to be made thereon by the Trustee shall be made solely from funds held by the Trustee under this Trust Agreement.

Section 8.05. Notices to Moody's Investors Service. The Trustee shall notify Moody's Investors Service, in writing, upon occurrence of any of the following events: (i) any amendment, supplement or other change to the Trust Agreement from the form originally executed and entered into as of _____ 1, 2009; and (ii) any amendment, supplement or other change to any Note Resolution (that the Trustee is aware of); provided, however, that the Trustee shall incur no liability for failure to so notify.

ARTICLE IX

AMENDMENT OF OR SUPPLEMENT TO THE TRUST AGREEMENT

Section 9.01. Amendment or Supplement of Trust Agreement. The Trust Agreement and the rights and obligations of the Owners and the Trustee hereunder may be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding when the written consents of the Owners of a majority in aggregate principal amount of the Note Participations then Outstanding, exclusive of Note Participations disqualified as provided in Section 9.02, are filed with the Trustee. No such amendment or supplement shall (1) reduce the rate of interest evidenced and represented by any Note Participation or extend the Interest Payment Date or reduce the amount of principal evidenced and represented by any Note Participation or extend the Principal Payment Date thereof without the prior written consent of the Owner of the Note Participation so affected, or (2) reduce the percentage of Owners whose consent is required by the terms of this Trust Agreement for the execution of certain amendments hereof or supplements hereto, or (3) modify any of the rights or obligations of the Trustee without its prior written consent thereto.

The Trust Agreement and the rights and obligations of the Owners and the Trustee hereunder may also be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding upon execution without the written consents of any Owners in order to make any modifications or changes necessary or appropriate in the Opinion of Counsel to preserve or protect the exclusion from gross income of interest on the Notes for federal income tax purposes, or, but only to the extent that such amendment shall not materially adversely affect the interests of the Owners, for any purpose including, without limitation, one or more of the following purposes:

- (a) to add to the agreements, conditions, covenants and terms contained herein required to be observed or performed by the Districts other agreements, conditions, covenants and terms thereafter to be observed or performed by the Districts, or to surrender any right reserved herein to or conferred herein on the Districts;
- (b) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which any District may deem desirable or necessary; or
- (c) to modify, amend or supplement this Trust Agreement or any supplement hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Note Participations for sale under the securities laws of the United

States of America or of any of the states of the United States of America and, if so determined by twenty percent of the Districts or otherwise in accordance with an Opinion of Counsel, to add to this Trust Agreement or any supplement hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute.

Section 9.02. Disqualified Note Participations. Note Participations held for the account of the Districts (but excluding Note Participations held in any pension or retirement fund of the Districts) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Note Participations provided herein, and shall not be entitled to consent to or take any other action provided herein, and the Trustee may adopt appropriate regulations to require each Owner, before his consent provided for herein shall be deemed effective, to reveal if the Note Participations as to which such consent is given are disqualified as provided in this Section.

Section 9.03. Procedure for Amendment with Written Consent of the Owners. The Trust Agreement may be amended by supplemental agreement as provided in this Section 9.03 in the event the consent of the Owners is required pursuant to Section 9.01 hereof. A description of the proposed amendment, together with a request to the Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Note Participation at his address as set forth in the Note Participation registration books maintained pursuant to Section 2.07 hereof, but failure to receive copies of such description and request so mailed shall not affect the validity of the supplemental agreement when assented to as in this Section provided. Nothing herein shall be deemed to require the mailing of the supplemental agreement itself to the Owners.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least a majority in aggregate principal amount of the Note Participations then Outstanding (exclusive of Note Participations disqualified as provided in Section 9.02 hereof) and notices shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Note Participations for which such consent is given, which proof shall be acceptable to the Trustee. Any such consent shall be binding upon the Owner of the Note Participation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the Trustee has received the required percentage of consents of the Owners of the Note Participations and acknowledged the same to the Districts.

After the Owners of the required percentage of Note Participations shall have filed their consents to such supplemental agreement, the Trustee shall acknowledge to the Districts the effectiveness of the agreement and shall mail a notice to the Owners of the Note Participations in the manner hereinbefore provided in this Section for the mailing of such description, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Note Participations and is effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental

agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved.

Section 9.04. Endorsement or Replacement of Note Participations after Amendment or Supplement. After the effective date of any action taken as hereinabove provided, the Trustee may determine that the Note Participations may bear a notation by endorsement in form approved by the Trustee as to such action, and in that case upon demand of the Owner of any Outstanding Note Participation and presentation of the Note Participation for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Note Participation. If the Trustee shall so determine, new Note Participations so modified as in the opinion of the Trustee shall be necessary to conform to such action shall be prepared, and in that case upon demand of the Owner of any Outstanding Note Participations such new Note Participations shall be exchanged without cost to each Owner for Note Participations then Outstanding at the office of the Trustee upon surrender of such Outstanding Note Participations. All Note Participations surrendered to the Trustee pursuant to the provisions of this Section shall be cancelled by the Trustee and shall not be redelivered.

Section 9.05. Amendment or Supplement by Mutual Consent. The provisions of this article shall not prevent any Owner from accepting any amendment or supplement as to the particular Note Participations owned by him; *provided*, that due notation thereof is made on such Note Participations. No amendment or supplement of a Note Participation shall be made without prior compliance with the provisions of this Article IX pertaining to amendment or supplement of this Trust Agreement.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Note Participations and Trust Agreement.

(a) If the Trustee shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Note Participations the interest and principal evidenced and represented thereby at the times and in the manner provided herein and therein, then such Owners shall cease to be entitled to the pledge of and lien on the Notes and any interest in the funds held hereunder as provided herein, and all agreements and covenants of the Districts to such Owners hereunder and under the Note Resolution shall thereupon cease, terminate and become void and shall be discharged and satisfied.

(b) Any Outstanding Note Participations shall on their Principal Payment Date be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this Section if there shall be on deposit with the Trustee moneys which are sufficient to pay the interest and principal evidenced and represented by such Note Participations payable on and prior to their Principal Payment Date.

(c) Any Outstanding Note Participations shall prior to their Principal Payment Date be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this Section if there shall have been deposited with the Trustee either moneys in

an amount which shall be sufficient or United States Treasury bills, notes, bonds or certificates of indebtedness, or obligations for which the full faith and credit of the United States of America are pledged for the payment of interest and principal, and which are not subject to redemption except by the holder thereof prior to maturity (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), the interest on and principal of which when paid will provide money which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an independent certified public accountant delivered to the Trustee, to pay when due the interest evidenced and represented by such Note Participations on and prior to their Principal Payment Date and the principal evidenced and represented by such Note Participations.

(d) After the payment of the interest and principal evidenced and represented by all Outstanding Note Participations as provided in this Section, at the Request of any District, the Trustee shall execute and deliver to the Districts all such instruments as Districts may deem necessary or desirable to evidence the discharge and satisfaction of this Trust Agreement, and the Trustee, after payment of all fees and expenses of the Trustee, shall pay over or deliver to the Districts all money or deposits or investments held by it pursuant hereto which are not required for the payment of the interest and principal evidenced and represented by such Note Participations.

Section 10.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or principal evidenced and represented by any Note Participations which remains unclaimed for two (2) years after the date when the payments evidenced and represented by such Note Participations have become payable, if such money was held by the Trustee on such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and principal evidenced and represented by such Note Participations have become payable, shall be repaid by the Trustee to the Districts as their interests appear as their absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Districts for the payment of the interest and principal evidenced and represented by such Note Participations; *provided*, that before being required to make any such payment to the Districts, the Trustee may, as a charge on such funds, give notice by mail to all Owners of Note Participations that such money remains unclaimed and that after a date named in such notice, which date shall not be less than sixty (60) days after the date of giving such notice, the balance of such money then unclaimed will be returned to the Districts.

ARTICLE XI

CONTINUING DISCLOSURE AGREEMENT

Section 11.01. Continuing Disclosure Agreement. Article XI of this Trust Agreement constitutes a continuing disclosure undertaking (the "Disclosure Agreement"), which is entered into by the Districts and the Trustee for the benefit of the Owners and beneficial owners of the Note Participations and in order to assist the Purchaser(s) in complying with Rule 15c2-12(b)(5) under the Securities Exchange Act of 1934.

Section 11.02. Definitions. In addition to the definitions set forth in Article I, which apply to any capitalized term used in this Article XI unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Disclosure Representative” shall mean the Authorized District Representative of each of the Districts or his or her designee, or such other officer or employee as any District shall designate in writing to the Dissemination Agent and the Trustee from time to time.

“Dissemination Agent” shall mean the Trustee, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Districts and which has filed with the Trustee a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 11.03 hereof.

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. As of the date hereof, the National Repositories approved by the Securities and Exchange Commission are identified at <http://www.sec.gov/info/municipal/nrmsir.htm>.

“Repository” shall mean each National Repository and each State Repository.

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

“State Repository” shall mean any public or private repository or entity designated by the State of California as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date hereof, there is no State Repository.

Section 11.03. Reporting of Significant Events.

(a) Pursuant to this Section each District shall give, or cause to be given, notice of the occurrence of any of the following events, to the extent applicable, with respect to its Note and the Note Participations, if material:

1. Principal and interest payment delinquencies;
2. Nonpayment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions or events affecting the tax-exempt status of the Notes;
 7. Modifications to rights of Noteholders;
 8. Bond calls;
 9. Defeasances;
 10. Release, substitution or sale of property securing repayment of the Notes;
- and
11. Rating changes.

(b) The Trustee shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any of the Listed Events or as soon as reasonably practicable thereafter, without making any determination as to materiality, contact the applicable Disclosure Representative or Representatives, inform such person of the event, and request that the applicable District or Districts promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f) of this Section. For purposes of this Article XI, “actual knowledge” of such Listed Events shall mean knowledge by an officer of the Trustee at the Principal Office of the Trustee with regular responsibility for matters related to this Trust Agreement and Note Participations.

(c) Whenever any District obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee pursuant to subsection (b) or otherwise, such District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If any District has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, such District shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If in response to a request under subsection (b), the applicable District determines that the Listed Event would not be material under applicable federal securities laws, such District shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by any District to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Municipal Securities Rulemaking Board and each Repository. Notwithstanding the foregoing, notice of Listed Events described in clauses (a) 4 and 5 shall not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Note Participations pursuant to this Trust Agreement unless otherwise directed by the Districts in writing.

Section 11.04. Termination of Reporting Obligation. Each of the District's, the Trustee's and the Dissemination Agent's obligations under this Article XI shall terminate upon the defeasance or payment in full of all of the Notes and the Note Participations.

Section 11.05. Dissemination Agent. The Districts may, from time to time, appoint or engage a Dissemination Agent to assist them in carrying out their respective obligations under this Article XI, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be U.S. Bank National Association. The Dissemination Agent may resign at any time by providing at least thirty (30) days written notice to the Districts and the Trustee.

Section 11.06. Amendment; Waiver. Notwithstanding any other provision of this Article XI, the Districts and the Dissemination Agent and the Trustee may amend this Article XI (and the Trustee and the Dissemination Agent shall agree to any amendment so requested by the Districts, *provided* neither the Trustee or Dissemination Agent shall be obligated to enter into an amendment increasing or modifying its duties or obligations hereunder), and any provision of this Article XI may be waived, *provided* the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Section 11.03(a) 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 any of the Districts or type of business conducted thereby;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Districts and the Trustee, have complied with the requirements of the Rule at the time of the primary offering of the Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the proposed amendment or waiver either (i) is approved by the Owners in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners, or (ii) does not, in the opinion of the nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Districts and the Trustee, materially impair the interests of Owners or beneficial owners of the Note Participations; and

(d) the Districts shall have delivered copies of such opinions and amendment to each Repository.

Section 11.07. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Districts from disseminating any other information, using the means of dissemination set forth in this Article XI or any other means of communication, or notice of occurrence of a Listed Event, in addition to that which is required by this Article XI. If the Districts choose to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Article XI, the Districts shall have no

obligation hereunder to update such information or include it in any future notice of occurrence of a Listed Event.

Section 11.08. Default. In the event of a failure of the Districts or the Trustee to comply with any provision of this Article XI, the Trustee shall at the written request of any Purchaser or the Owners or beneficial owners of at least 25% aggregate principal amount of Outstanding Note Participations, but only to the extent indemnified to its satisfaction from any liability or expenses, including without limitation fees and expenses of its attorneys, or any Owner or beneficial owner of a Note Participation may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Districts or Trustee, as the case may be, to comply with its obligations under this Article XI. A default under this Article XI shall not be deemed an “Event of Default” under Section 7.01 hereof or under any Note Resolution, and the sole remedy under this Article XI in the event of any failure of the Districts or the Trustee to comply with this Article XI shall be an action to compel performance.

Section 11.09. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Article XI, and the Districts agree to indemnify and save the Dissemination Agent and the Trustee, their officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s or Trustee’s negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Districts for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the Districts from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the Districts hereunder and shall not be deemed to be acting in any fiduciary capacity for the Districts, Owners or any other party. The obligations of the Districts under this Section shall survive resignation or removal of the Dissemination Agent or Trustee and payment of the Notes and the Note Participations.

Section 11.10. Beneficiaries. This Article XI shall inure solely to the benefit of the Districts, the Trustee, the Dissemination Agent, the Participating Underwriters and the Owners and beneficial owners, from time to time of the Note Participations, and shall create no rights in any other person or entity.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Districts, the Trustee, the Dissemination Agent and the Owners any claim, remedy or right under or pursuant hereto, and any agreement, condition, covenant or term contained herein required to be

observed or performed by or on behalf of the Districts shall be for the sole and exclusive benefit of the Trustee and the Owners and their successors.

Section 12.02. Successor Deemed Included in All References to Predecessor.

Whenever either the Districts, the Dissemination Agent, or the Trustee or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Districts or the Trustee or such officer, and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Districts or the Trustee or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 12.03. Execution of Documents by Owners.

Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or such Owner's attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer, or by such other proof as the Trustee may accept which it may deem sufficient.

Any declaration, request or other instrument in writing of the Owner of any Note Participation shall bind all future Owners of such Note Participation with respect to anything done or suffered to be done by the Districts or the Trustee in good faith and in accordance therewith.

Section 12.04. Waiver of Personal Liability.

No trustee, member, officer or employee of the Districts shall be individually or personally liable for the payment of the interest or principal evidenced and represented by the Note Participations, but nothing contained herein shall relieve any trustee, member, officer or employee of the Districts from the performance of any official duty provided by any applicable provisions of law or by the Notes or a respective Note Resolution.

Section 12.05. Acquisition of Note Participations by Districts.

All Note Participations acquired by the Districts, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation and the principal amount thereof shall be credited towards the principal amount of such District's Note and the interest thereon.

Section 12.06. Content of Certificates.

Every Certificate of the Districts with respect to compliance with any agreement, condition, covenant or term contained herein shall include: (a) a statement that the person or persons executing such certificate have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary

to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

Any Certificate of the Districts may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person or persons executing such certificate know that the Opinion of Counsel with respect to the matters upon which his or their certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters and information with respect to which is in the possession of the Districts, upon a representation by an officer or officers of the Districts unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 12.07. Notice by Mail. Any notice required to be given hereunder by mail to any Owners of Note Participations shall be given by mailing a copy of such notice, first class postage prepaid, to the Owners of such Note Participations at their addresses appearing in the books required to be kept by the Trustee pursuant to the provisions of Section 2.07 not less than thirty (30) days nor more than sixty (60) days following the action or prior to the event concerning which notice thereof is required to be given; *provided*, that receipt of any such notice shall not be a condition precedent to the effectiveness of such notice and failure to receive any such notice shall not affect the validity of the proceedings taken in connection with the action or the event concerning which such notice was given.

Section 12.08. Funds. Any fund required to be established and maintained herein by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purpose of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such funds shall at all times be maintained in accordance with industry practice and with due regard for the instructions, if any, delivered to the Trustee pursuant to Section 6.04(b) and for the protection of the security of the Note Participations and the rights of the Owners.

Section 12.09. Investments. Any money held by the Trustee in the Note Participation Payment Fund and the Proceeds Fund shall, to the fullest extent practicable (subject to instruction otherwise by the respective Districts) shall be invested with respect to the corresponding Proceeds Subaccount or Payment Account, as directed by the respective District in any of the Permitted Investments pursuant to an instruction to the Trustee (as certified by the directing party) which will, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder. The amounts held in the several Payment Accounts and Proceeds Subaccounts will be accounted for separately for the respective Districts. The Trustee may act as principal or agent in the acquisition or disposition of any such deposit or investment and may at its sole discretion, for the purpose of any such deposit or investment commingle any of the money held by it hereunder. The Trustee shall not be liable or responsible for any loss suffered in connection with any such deposit or investment made by it under the terms of and in accordance with this Section. The Trustee may present for redemption

or sell any such deposit or investment whenever it shall be necessary in order to provide money to meet any payment of the money so deposited or invested, and the Trustee shall not be liable or responsible for any losses resulting from any such deposit or investment presented for redemption or sold. Any interest or profits on such deposits and investments received by the Trustee shall be credited to the fund or account from which such investment was made.

Moneys held by the Trustee in the Costs of Issuance Fund, Principal Fund and the Interest Fund shall be invested in Permitted Investments as directed by the Superintendent or Assistant Superintendent, Business Services of the Orange County Department of Education, or his or her designee, in writing.

The Districts acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Districts the right to receive brokerage confirmations of security transactions as they occur, the Districts specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Districts periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

The Trustee or any of its affiliates may act as agent, sponsor or advisor in connection with any investment made by the Trustee hereunder.

Section 12.10. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular article, section, subdivision or clause thereof.

Section 12.11. Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms contained herein required to be observed or performed by or on the part of the Districts or the Trustee shall be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Note Participations, and the Owners shall retain all the benefit, protection and security afforded to them hereunder and under all provisions of applicable law. The Districts and the Trustee hereby declare that they would have executed and entered into this Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Note Participations pursuant hereto irrespective of the fact that any one or more of the articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 12.12. California Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 12.13. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Trustee: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Reference: South Coast Pooled TRAN Series 2009__
Attention: Julia Hommel
Telephone: (213) 615-6024
Facsimile: (213) 615-6199
e-mail: julia.hommel@usbank.com

If to the Districts: To the individual addresses set forth in Schedule I hereto.

If to the Purchaser: _____

Reference: South Coast Pooled TRAN Series 2009__
Attention: _____
Telephone: _____
Facsimile: _____
e-mail: _____

Section 12.14. Effective Date. This Trust Agreement shall become effective upon its execution and delivery.

Section 12.15. Execution in Counterparts. This Trust Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the Districts named in Schedule I hereto and the Orange County Department of Education, as Representative, have caused this Trust Agreement to be signed in their names by their respective Authorized Officer pursuant to their respective Note Resolution, or by such other person as has been designated by their respective governing boards, and U.S. Bank National Association, as Trustee, to evidence its acceptance of the trust hereby created, has caused this Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee and Dissemination Agent**

**ORANGE COUNTY DEPARTMENT OF
EDUCATION, as Representative**

By: _____
Authorized Officer

By: _____
Authorized Officer

[ANAHEIM CITY SCHOOL DISTRICT

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

By: _____
Authorized Officer

By: _____
Authorized Officer

BREA OLINDA UNIFIED SCHOOL DISTRICT

**BUENA PARK ELEMENTARY SCHOOL
DISTRICT**

By: _____
Authorized Officer

By: _____
Authorized Officer

CAPISTRANO UNIFIED SCHOOL DISTRICT

**CENTRALIA ELEMENTARY SCHOOL
DISTRICT**

By: _____
Authorized Officer

By: _____
Authorized Officer

FULLERTON SCHOOL DISTRICT

By: _____
Authorized Officer

HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

By: _____
Authorized Officer

IRVINE UNIFIED SCHOOL DISTRICT

By: _____
Authorized Officer

OCEAN VIEW SCHOOL DISTRICT

By: _____
Authorized Officer

ORANGE UNIFIED SCHOOL DISTRICT

By: _____
Authorized Officer

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Authorized Officer

SANTA ANA UNIFIED SCHOOL DISTRICT]

By: _____
Authorized Officer

EXHIBIT A
FORM OF NOTE PARTICIPATION
UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. 1

S[PAR AMOUNT]
SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATION, SERIES 2009__

Evidencing and Representing a Proportionate
Undivided Interest of the Owner Hereof
in Notes issued by

[Anaheim City School District
Anaheim Union High School District
Brea Olinda Unified School District
Buena Park Elementary School District
Capistrano Unified School District
Centralia Elementary School District
Fullerton School District
Huntington Beach Union High School District
Irvine Unified School District
Ocean View School District
Orange Unified School District
Saddleback Valley Unified School District
Santa Ana Unified School District]

<u>Interest Rate</u>	<u>Principal Payment Date</u>	<u>Date of Initial Delivery</u>	<u>CUSIP</u>
----------------------	-------------------------------	---------------------------------	--------------

%

_____, 2010

_____, 2009

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

THIS IS TO CERTIFY that the registered owner set forth above of this South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program, Note Participations Series 2009__ (the "Note Participation"), is the owner of a proportionate undivided interest in the rights to receive the principal and interest payments on the Notes (as that term is defined in the Trust Agreement hereinafter mentioned) issued by certain California school districts (the "Districts") all of which rights are evidenced and represented by this Note Participation. Such Notes have been deposited by the Districts with U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, at its principal corporate trust office in St. Paul, Minnesota, as trustee (together with any successor thereto in accordance with the Trust Agreement, the "Trustee").

The registered owner of this Note Participation is entitled to receive, subject to the terms of the Notes, on the Principal Payment Date (the "Principal Payment Date") set forth above, upon surrender of this Note Participation on such Principal Payment Date at said office of the Trustee, the principal sum set forth above, representing the registered owner's proportionate share of the principal payments on the Notes becoming due and payable on such Principal Payment Date and such registered owner's proportionate share of the interest payments on the Notes accruing from the date of initial issuance of the Notes and becoming due and payable on such Principal Payment Date. Such proportionate share of interest is determined by the multiplication of the aforesaid principal sum by the interest rate per annum set forth above determined on the basis of a 360-day year consisting of twelve 30-day months. All such amounts are payable in lawful money of the United States of America.

This Note Participation is one of the duly authorized certificates of participation entitled "South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program, Note Participations, Series 2009__" aggregating \$[PAR AMOUNT] (the "Note Participations") which have been executed by the Trustee under and pursuant to the terms of a Trust Agreement (the "Trust Agreement") dated as of _____ 1, 2009 by and between the Trustee and the school districts named in Schedule I thereto. Copies of the Trust Agreement are on file at said office of the Trustee, and reference is hereby made to the Trust Agreement and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Note Participations, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Note Participations with respect thereto, for the terms under which the Trust Agreement and the Notes can be amended, and for the other agreements, conditions, covenants and terms upon which the Note Participations are executed and delivered thereunder, all to which the owner hereof assents and agrees by acceptance hereof.

The Note Participations are authorized to be executed and delivered in the form of fully registered Note Participations in denominations of five thousand dollars (\$5,000) or any integral multiple thereof.

This Note Participation is transferable or exchangeable by the registered owner hereof, in person or by his attorney duly authorized in writing, at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Note Participation for cancellation accompanied by delivery of a duly executed written instrument of transfer or exchange, a new Note Participation or Note Participations of authorized denominations equal to the principal amount hereof will be executed and delivered by the Trustee to the registered owner hereof in exchange or transfer herefor.

The Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Note Participation shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal evidenced and represented by this Note Participation shall be made only to such registered owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by this Note Participation to the extent of the sum or sums so paid.

The Note Participations each evidence and represent a proportionate undivided interest in the Notes and enjoy the benefits of a security interest in the money held in certain funds established pursuant to the Trust Agreement, subject to the provisions of the Trust Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein.

The Notes are issued pursuant to Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (herein called the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) by the Districts in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District attributable to Fiscal Year 2009-10, a portion of which revenues are pledged for repayment of the Notes.

The Trustee has no obligation or liability to the registered owners of the Note Participations for the payment of the interest or principal evidenced and represented by the Note Participations; but rather the Trustee's sole obligation is to administer, for the benefit of the Districts and the registered owners of the Note Participations, the various funds and other duties established under the Trust Agreement.

The Owner hereby has a proportionate undivided ownership interest in each of the following Notes, each dated the Date of Initial Delivery, maturing on the Principal Payment Date and bearing interest at the Interest Rate per annum and payable on the Principal Payment Date, all as specified on the face of this Note Participation.

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

<u>District</u>	<u>Principal Amount</u>
[Anaheim City School District	\$
Anaheim Union High School District	
Brea Olinda Unified School District	
Buena Park Elementary School District	
Capistrano Unified School District	
Centralia Elementary School District	
Fullerton School District	
Huntington Beach Union High School District	
Irvine Unified School District	
Ocean View School District	
Orange Unified School District	
Saddleback Valley Unified School District	
Santa Ana Unified School District]	
Total	_____
	\$[PAR AMOUNT]

The Trustee is executing this Note Participation solely in its capacity as Trustee under the Trust Agreement and is not liable thereon in its individual or personal capacity.

IN WITNESS WHEREOF, this Note Participation has been dated the date of initial delivery hereof, and has been executed by the manual signature of an authorized officer of the Trustee on the following date:

Date: _____, 2009

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Officer

[FORM OF ASSIGNMENT]

For value received, the undersigned do(es) hereby sell, assign and transfer unto _____ whose tax identification number is _____ the within Note Participation and do(es) hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer such Note Participation on the register of the Trustee, with full power of substitution in the premises.

Dated: _____

SIGNATURE GUARANTEED BY:

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Note Participation in every particular, without alteration or enlargement or any change whatsoever, and the signature(s) must be guaranteed by an eligible guarantor institution.

EXHIBIT B

FORM REQUISITION FROM PROCEEDS ACCOUNT

To: U.S. Bank National Association, as Trustee

From: _____ District

Dated Date: _____

Re: 2009-10 South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program (the "Program")

Requisition No. ____

The undersigned, on behalf of the _____ District, (the "District"), hereby requests payment, from the Proceeds Subaccount of the District pursuant to the Program, the amount of \$ _____ [by wire/check (circle one)] for purposes for which the District is authorized to expend moneys. If the payment is by wire, please fill in the following information:

Name of Bank: Wells Fargo Bank

ABA#:

Account No.:

For the Credit of: Orange County Department of Education

The undersigned hereby certifies as follows:

1. The amount requisitioned hereby is for a purpose for which the District is authorized to expend funds from the general fund of the District.
2. Other funds of the District are not readily available for expenditure for such purposes.
3. The information contained herein is true and correct as of the date of this Requisition.
4. The representations of the District set forth in Section 10 of the Resolution of the District, providing for the borrowing of funds for Fiscal Year 2009-10 and the issuance and sale of a 2009-10 Tax and Revenue Anticipation Note therefor and authorizing participation in the Program (the "Resolution") are true and correct in all material respects as though made on and as of this date except to the extent that such representations relate to an earlier date.

5. As of the date hereof, no event has occurred and is continuing which constitutes an Event of Default under the Resolution or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Authorized District
Representative

SCHEDULE I
PARTICIPATING SCHOOL DISTRICTS

<u>Districts</u>	<u>Principal Amount of Note</u>
1. [Anaheim City School District	\$
2. Anaheim Union High School District	
3. Brea Olinda Unified School District	
4. Buena Park Elementary School District	
5. Capistrano Unified School District	
6. Centralia Elementary School District	
7. Fullerton School District	
8. Huntington Beach Union High School District	
9. Irvine Unified School District	
10. Ocean View School District	
11. Orange Unified School District	
12. Saddleback Valley Unified School District	
13. Santa Ana Unified School District]	
Total	<hr/> \$[PAR AMOUNT]

SCHEDULE I
PARTICIPATING SCHOOL DISTRICTS

Program Sponsor: **Orange County Department of Education**
200 Kalmus Drive; P. O. Box 9050 (send Fed Ex to: 92626)
Costa Mesa, CA 92628
Attention: Wendy Benkert, Ed.D.
Asst. Superintendent, Business Services
Telephone: (714) 966-4229
Facsimile: (714) 662-3570
e-mail: wbenkert@ocde.us

District Participants: **[District Information to Come]**

SCHEDULE II

PROCEEDS SUBACCOUNT AMOUNTS

Districts	Proceeds Subaccount Deposit
1. [Anaheim City School District	\$
2. Anaheim Union High School District	
3. Brea Olinda Unified School District	
4. Buena Park Elementary School District	
5. Capistrano Unified School District	
6. Centralia Elementary School District	
7. Fullerton School District	
8. Huntington Beach Union High School District	
9. Irvine Unified School District	
10. Ocean View School District	
11. Orange Unified School District	
12. Saddleback Valley Unified School District	
13. Santa Ana Unified School District]	
Total	\$[PAR AMOUNT]

OFFICIAL NOTICE OF SALE

§ _____ *
SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS, SERIES 2009 __

DATE OF SALE
_____, 2009
9:00 A.M. LOCAL TIME

BIDS TO BE RECEIVED VIA MUNIAUCTION

AT THE OFFICES OF
TAMALPAIS ADVISORS, INC.
3030 BRIDGEWAY, SUITE 340
SAUSALITO, CALIFORNIA 94965
(415) 331-4473 (telephone)
(415) 331-4479 (facsimile)

* Preliminary, subject to change.

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OFFICIAL NOTICE OF SALE
\$ _____
SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS, SERIES 2009__

NOTICE IS HEREBY GIVEN that electronic bids via an electronic bidding service offered through the MuniAuction system (“MuniAuction”) will be received by the Orange County Department of Education (the “Department”) as representative of certain California school districts located in Orange County, California (collectively, “the Participants”), for the purchase of \$ _____* amount of the above-captioned Note Participations, Series 2009__ (the “Note Participations”), evidencing interests in Notes (the “Notes”) authorized to be issued under and pursuant to a Trust Agreement (the “Trust Agreement”) by and among the Participants, the Department, as representative, and U.S. Bank National Association, as trustee (the “Trustee”), at the place and up to the time specified below:

TIME: 9:00 a.m. Pacific time on ____ day, _____, 2009, or at such other time or date as shall be established by the Department and communicated through The Bond Buyer Wire (the “News Service”) not less than twenty-four (24) hours prior to the time bids are to be received. If no legal bid or bids are received for the Note Participations on _____, 2009 or if the sale date is postponed (or if no bids are received or the sale date is postponed at such other time or on such other date as is communicated by the News Service), bids will be received at the time and place designated by the News Service. Notice of the new sale date and time, if any, will be given through the News Service not later than twenty-four (24) hours prior to the new time bids are to be received.

Electronic Bids via MuniAuction (“MuniAuction”) will be accepted in accordance with this Notice of Sale until 9:00 a.m. Local Time, on ____ day, _____, 2009, but no bid will be received after this time, unless the bidding is extended pursuant to MuniAuction’s “Two Minute Rule.” To the extent any instructions or directions set forth in MuniAuction conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about MuniAuction, potential bidders may contact the Tamalpais Advisors, Inc., which is serving as Financial Advisor to the Participants.

As an accommodation to bidders, telephonic or fax notice of the postponement of the sale date or change in the principal amount will be given to any bidder requesting such notice by request directed to the Participants’ Financial Advisor, Tamalpais Advisors, Inc., 3030 Bridgeway, Suite 340, Sausalito, California 94965, Attention: Jean Buckley, telephone (415) 331-4473; fax (415) 331-4479. Failure of any bidder to receive such News Service, telephonic or fax notice shall not affect the legality of the sale.

* Preliminary, subject to change.

PLACE: Tamalpais Advisors, Inc.
3030 Bridgeway, Suite 340
Sausalito, California 94965

ELECTRONIC BIDS: Solely as an accommodation to bidders, the Participants will accept bids in electronic form solely through MuniAuction. Each bidder submitting an electronic bid understands and agrees by doing so that it is solely responsible for all arrangements with MuniAuction, that the Participants neither endorse nor explicitly encourage the use of MuniAuction and that MuniAuction is not acting as an agent of the Participants. Instructions and forms for submitting electronic bids must be obtained from MuniAuction, and the Participants assume no responsibility for ensuring or verifying bidder compliance with MuniAuction's procedures. The Participants shall be entitled to assume that any bid received via MuniAuction has been made by a duly authorized agent of the bidder.

This notice will be submitted to MuniAuction for posting on the MuniAuction website at www.GrantStreet.com. In the event MuniAuction's summary of the terms of sale of the Note Participations disagrees with this Official Notice of Sale in any particulars, the terms of this Official Notice of Sale shall control (unless notice of an amendment hereto is given as described above).

**THE NOTE PARTICIPATIONS HEREBY OFFERED FOR SALE
ARE GENERALLY DESCRIBED AS FOLLOWS:**

TERMS OF THE NOTES: The terms of issuance, principal and interest repayment, redemption, security, tax exemption and all other information regarding the Note Participations, the Notes and the Participants are given in the Preliminary Official Statement for the Note Participations, dated _____, 2009 (the "Preliminary Official Statement"), which each bidder must have obtained and reviewed prior to bidding for the Note Participations. This Official Notice of Sale contains certain information for quick reference only, is not a summary of the issue and governs only the terms of the sale of, bidding for and closing procedures with respect to the Note Participations. Bidders must read the entire Preliminary Official Statement to obtain information essential to the making of an informed decision to bid.

ISSUE: \$ _____* principal amount, consisting of fully registered Note Participations in denominations of \$5,000 or any integral multiple thereof, all dated _____, 2009, and comprising all of the Note Participations authorized to be issued pursuant to the Trust Agreement.

INTEREST RATE: THE INTEREST RATE ON THE NOTES (AND PAYABLE WITH RESPECT TO THE CORRESPONDING NOTE PARTICIPATIONS) HAS BEEN FIXED BY TAMALPAIS ADVISORS, INC. ("THE FINANCIAL ADVISOR") AT _____%. Any premium must be paid in immediately available funds as part of the purchase price. Interest on the Note Participations shall be computed on the basis of a 360-day year of twelve 30-day months.

MATURITY: The Note Participations will be dated the date of issuance thereof, which is expected to be _____, 2009 and will mature on _____, 2010.

* Preliminary, subject to change.

REDEMPTION: The Note Participations are not subject to redemption prior to maturity.

PAYMENT: The principal of and interest on the Note Participations are payable in lawful money of the United States of America upon the surrender thereof at maturity at the corporate trust office of U.S. Bank National Association, in Los Angeles, California.

REGISTRATION: The Note Participations will be issued only in fully registered book-entry form, registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York. See the discussion of “Book-Entry System” in the Preliminary Official Statement.

PURPOSE: The Note Participations are being issued for the purpose of providing operating cash for the Participants prior to the receipt of anticipated property tax revenues and other revenues.

SECURITY: The Note Participations evidence and represent a proportionate and undivided interest in debt service payments on the respective Notes to be made by the Participants. Each Participant has pledged certain Unrestricted Revenues (as defined in the Preliminary Official Statement) for the payment of the principal of and interest on its Note, but no Participant has any obligation to pay the principal of or interest on the Note of any other Participant. The Notes are general obligations of the respective Participants, and to the extent the Notes are not paid from revenues pledged for the payment of the Notes, the Notes shall be paid with interest thereon from any other moneys of the Participants lawfully available therefor. Payments by a Participant of the principal of and interest on its Note shall fully discharge the obligation of such Participant to the Owners (as set forth in the Preliminary Official Statement) of the Note Participations, notwithstanding nonpayment by one or more other Participants.

Each of the Participants have authorized in their respective Note Resolutions a second series of tax and revenue anticipation notes (the “Additional Notes”) to be payable from Unrestricted Revenues on parity with such Participant’s Note. Such Additional Notes, if any, may be issued prior to June 1, 2010 upon satisfaction of certain conditions in the respective Note Resolution. See the discussion of Additional Notes in the Preliminary Official Statement.

The obligation of each Participant is a several and not a joint obligation and is strictly limited to such Participant’s repayment obligation under the applicable provisions of the respective Participant’s resolution and Note.

See the discussion of “Sources of Payment for the Note Participations” in the Preliminary Official Statement.

TRUSTEE: U.S. Bank National Association, Los Angeles, California, has been appointed trustee for the payment of principal and interest and for the registration of the Note Participations, and holds in trust the funds and accounts established pursuant to the Trust Agreement.

TAX STATUS: In general, in the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Participants (“Bond Counsel”), interest on the Notes represented by the Note Participations is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”) and is exempt from State of California personal income taxes. See “Tax Matters” in the Preliminary Official Statement hereinafter mentioned for a more detailed discussion.

CONTINUING DISCLOSURE: In order to assist bidders in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934 (the “Rule”), each of the Participants have covenanted in the respective Trust Agreement for the benefit of Owners of Note Participations to provide notices of the occurrence of certain enumerated events, if deemed by the Participants to be material. A

description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

LEGAL OPINION – BOND COUNSEL: Copies of the legal opinion of Orrick, Herrington & Sutcliffe LLP, of Los Angeles, California, approving certain matters related to the Note Participations, will be furnished to the successful bidder without charge.

LEGAL OPINION – DISCLOSURE COUNSEL: The accepted bidder or bidders will receive a disclosure opinion from Hawkins Delafield & Wood, Los Angeles, California regarding the Final Official Statement. A copy of the proposed form of disclosure opinion can be obtained upon request from the Participants' Financial Advisor.

TERMS OF SALE

FORM OF BID – NO DISCOUNT: Bids may be for all or part of the Note Participations hereby offered for sale, in increments of \$20,000,000 of the aggregate principal amount. Each bid with respect to the Note Participations shall specify the interest rate (which has been set by the Financial Advisor at _____%) and the purchase price offered for the Note Participations, which shall not be less than par, plus premium, if any, as specified by the bidder. **BIDDERS SHALL NOT OTHERWISE SPECIFY THE INTEREST RATE TO BE PAID WITH RESPECT TO THE NOTE PARTICIPATIONS.** Bidders may submit more than one bid. Each bid shall be unconditional. Each bid must be in accordance with the terms and conditions set forth in this Official Notice of Sale.

ELECTRONIC BIDS: A prescribed bid form for the Note Participations will be provided electronically by MuniAuction. Solely as an accommodation to bidders, the Participants will accept bids in electronic form solely through MuniAuction. The Two-Minute Rule will be in place for the Note Participations. Each bidder submitting an electronic bid understands and agrees by doing so that it is solely responsible for all arrangements with MuniAuction, that the Participants neither endorse nor explicitly encourage the use of MuniAuction, and that MuniAuction is not acting as an agent of the Participants. Instructions and forms for submitting electronic bids must be obtained from MuniAuction, and the Participants assume no responsibility for ensuring or verifying bidder compliance with MuniAuction's procedures. The Participants shall be entitled to assume that any bid received via MuniAuction has been made by a duly authorized agent of the bidder. None of the Participants, the Participants' Financial Advisor or Bond Counsel will assume any responsibility for proper functioning of the MuniAuction System, for any error contained in any bid submitted electronically, or for failure of any bid to be transmitted, received or opened at the official time for receipt of bids. The official time for receipt of bids will be the time kept by MuniAuction. The Participants assume no responsibility for informing any bidder prior to the deadline for receiving bids that its bid is incomplete or not received.

BEST BID OR BIDS: Unless all bids are rejected by the Department, as representative (the "Representative"), the Note Participations will be awarded to the successful bidder until the sum of offers to purchase the Note Participations is equal to \$_____* . Therefore, a bidder may be awarded Note Participations in an amount which is less than that requested by such bidder.

The best bid or bids for the Note Participations will be determined by deducting the amount of the premium bid, if any, from the total amount of interest which would be required to be paid with respect to each \$20,000,000 incremental amount of Note Participations (or lesser final amount) from _____, 2009 to their maturity date at the ____% interest rate as fixed by the Financial Advisor, and the award or awards will be made on the basis of lowest true interest cost.

* Preliminary, subject to change.

RIGHT OF CANCELLATION: The successful bidder shall have the right, at its option, to cancel its bid proposal, as accepted, if the Participants shall fail to tender the Note Participations for delivery within sixty (60) days from the date of sale thereof.

STATEMENT OF TRUE INTEREST COST: Each bidder is requested, but not required, to state in its bid proposal the true interest cost to the Participants of each bid submitted, which shall be considered as informative only and not binding on either the bidder or the Participants.

CERTIFICATION OF REOFFERING PRICE: Each successful bidder for the Note Participations shall be required, as a condition to the delivery of the Note Participations, to deliver a certificate in the form attached as Exhibit A hereto.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Note Participations, but neither the failure to print such numbers on any Note Participation nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Note Participations in accordance with the terms of this Official Notice of Sale. All expense of printing CUSIP numbers on the Note Participations shall be paid by the Participants, but the CUSIP Service Bureau charge for the assignment of said numbers shall be paid by the purchaser.

NO LITIGATION: There is no litigation pending concerning the validity of the Note Participations or the Notes, and the Participants will furnish to the successful bidder no-litigation certificates certifying to the foregoing as of and at the time of the delivery of the Note Participations.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION FEE: Bidders are reminded of California Government Code Section 8856, which provides that the purchaser of said Note Participations will be charged the California Debt Advisory Commission fee.

RESALE IN OTHER STATES: The successful bidder or bidders will assume responsibility for taking any action necessary to qualify the Note Participations for offer and sale in jurisdictions other than California, and for complying with the laws of all jurisdictions on resale of the Note Participations, and shall indemnify and hold harmless the Participants and their officials and employees from any loss or damage resulting from any failure to comply with any such law.

OFFICIAL STATEMENT: The Participants have prepared a Preliminary Official Statement relating to the Note Participations, which for purposes of the Rule, the Participants deem to be final as of its date (except for certain final pricing, rating and related information, as permitted by the Rule), an electronic copy of which will be furnished upon request to the Financial Advisor, Tamalpais Advisors, Inc., 3030 Bridgeway, Suite 340, Sausalito, California 94965, Attention: Jean Buckley, telephone (415) 331-4473; fax (415) 331-4479. Within seven business days after the award of the bid, the successful bidder(s) will be furnished with up to twenty-five (25) copies of the Final Official Statement per \$20,000,000 principal amount of Note Participations awarded, without charge, for distribution in connection with the resale of the Note Participations. Additional copies may be obtained at the expense of the successful bidder(s).

Each Participant undertakes that for a period of twenty-five (25) days following the end of the "underwriting period" (as defined in the Rule) it will (i) apprise the successful bidder(s) of all material developments, if any, occurring with respect to the Participants after delivery of the Note Participations to the successful bidder(s) and (ii), if requested by the successful bidder(s), prepare a supplement to the final Official Statement in respect of any material event. The Participants will presume that, unless notified otherwise in writing by the bidder(s), the end of the underwriting period will occur on the date of delivery of the Note Participations.

By making a bid for the Note Participations, the successful bidder(s) agree(s) (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the Participants, (2) to promptly file a copy of the final Official Statement, including any supplements prepared by the Participants, with a Nationally Recognized Municipal Securities Information Repository and (3) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Note Participations to the ultimate purchasers.

The Preliminary Official Statement has been deemed final by the Participants for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (except for omission of certain information permitted to be omitted under such Rule. Evidence of such certification is available upon request from the Financial Advisor.

CONTINUING DISCLOSURE: In order to assist bidders in complying with the Rule, the Participants have covenanted in the Trust Agreement for the benefit of Owners of Note Participations to provide notices of the occurrence of certain enumerated events, if deemed by the Participants to be material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

PARTICIPANT CERTIFICATES: Each Participant will provide to each purchaser of the Note Participations certificates, signed by an officer of said Participant, confirming to the purchaser, that to the best of the knowledge of said officer, the Official Statement, as of the date of sale of the Note Participations and as of the date of delivery thereof, insofar as each pertains to such Participant did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

RIGHT TO MODIFY OR AMEND: The Department, as representative of the Participants, reserves the right to modify or amend this Official Notice of Sale, including, but not limited to the right to adjust and change the aggregate principal amount of Note Participations being offered; however, such notifications or amendments shall be made not later than twenty-four (24) hours prior to the bid opening and communicated through the News Service and by facsimile transmission to any qualified bidder timely requesting such notice.

Dated: _____, 2009

ORANGE COUNTY DEPARTMENT
OF EDUCATION

By _____
/s/ Wendy Benkert, Ed.D.
Assistant Superintendent,
Business Services

EXHIBIT A

**CERTIFICATE OF PURCHASER
RELATING TO THE \$ _____*
SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS, SERIES 2009__**

_____ (the "Purchaser") has served as the purchaser, having been awarded the sale by competitive bid, with respect to the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program, Note Participations, Series 2009__, executed and delivered in the aggregate initial principal amount of \$ _____* (the "Note Participations"), and hereby certifies and represents, with respect to the Note Participations as shown on the attached Schedule I, the following:

1. As of _____, 2009 (the "Sale Date"), Purchaser had offered or reasonably expected to offer all of the Note Participations to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) in a bona fide public offering at the reoffering prices shown on the attached Schedule I.

2. The reoffering prices shown on the attached Schedule I represent the fair market prices of the Note Participations as of the Sale Date.

3. As of the date of this certificate, all of the Note Participations have been offered to the general public in a bona fide offering at the prices shown on the attached Schedule I, and at least 10% of the Note Participations actually have been sold to the general public at such prices.

The undersigned is aware of no other facts, estimates or circumstances that would materially change the expectations set forth in this certificate.

Dated: _____, 2009

_____, as Purchaser

By: _____
Authorized Representative

* Preliminary, subject to change.

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "Purchase Agreement"), dated as of the purchase date (the "Purchase Date") specified in Exhibit A attached hereto and made a part hereof, entered into by and between the signatory school district or the county board of education designated in Exhibit A, each a political subdivision of the State of California (the "Participant"), and _____ (the "Underwriter"), for the sale and delivery of the principal amount specified in Exhibit A of the Participant's 2009-10 Tax and Revenue Anticipation Note, Series [A/B] (the "Note") to be issued in conjunction with the notes of other Issuers (hereinafter defined) participating in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program pursuant to which such notes will be pooled in a Series designated in Exhibit A and note participations (the "Note Participations") evidencing such series will be executed and delivered to the Underwriter;

WITNESSETH:

WHEREAS, school districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (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 notes;

WHEREAS, the governing board of the Participant has heretofore adopted its resolution finding that the Participant needs to borrow funds in Fiscal Year 2009-10 in the principal amount set forth in Exhibit A and that it is necessary that said sum be borrowed at this time by the issuance of a note therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the Participant during or attributable to Fiscal Year 2009-10;

WHEREAS, the Participant has determined that it is in the best interests of the Participant to participate in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program (the "Program"), whereby certain participating school districts, community college districts and/or the county board of education (the "Issuers") will simultaneously issue tax and revenue anticipation promissory notes;

WHEREAS, the Program requires the Issuers to deposit their tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee") and requires the Trustee to accept deposit of such Notes, all pursuant to a trust agreement between the Issuers and the Trustee (the "Trust Agreement");

WHEREAS, the Program requires the Trustee to execute and deliver the Note Participations in series evidencing proportionate undivided interests in payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising the same series of Note Participations;

WHEREAS, pursuant to the Program the Underwriter will purchase the notes, including the Note, as evidenced and represented by the Note Participations;

WHEREAS, in order to participate in the Program, the Participant has agreed to be responsible for its share of the fees of the Trustee and the costs of issuing the Note Participations which anticipated fees and costs of issuance will be deducted from the purchase price set forth in Exhibit A and which unanticipated fees will be billed to the Participant as the same arise;

WHEREAS, pursuant to the Program, the Underwriter is submitting this offer to purchase the Note, as evidenced and represented by the Note Participations, pursuant to this Purchase Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Obligation to Purchase. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Participant in accordance herewith and pursuant to the Trust Agreement, and the Participant hereby agrees to sell to the Underwriter, the Note, as evidenced and represented by the Note Participations, as described herein and in the Resolution, by virtue of deposit of the notes with the Trustee pursuant to the Trust Agreement and the Program.

Section 2. Purchase Price. The purchase price of the Note, as evidenced and represented by the Note Participations, shall be the purchase price set forth in the pricing confirmation attached hereto as Exhibit A (the "Pricing Confirmation"). The Note shall bear interest at an interest rate per annum set forth in the Pricing Confirmation, which is hereby agreed to by and between the Underwriter and the duly authorized officer of the Participant executing this Purchase Agreement on behalf of the Participant.

Section 3. Delivery of and Payment for the Note. The delivery of the Note (the "Closing") shall take place at 9:00 a.m., California time, on the closing date set forth in the Pricing Confirmation or at such other time or date as may be mutually agreeable to the Participant and the Underwriter, at the Los Angeles offices of Orrick, Herrington & Sutcliffe LLP or such other place as the Participant and the Underwriter shall mutually agree upon. At the Closing, the Participant shall cause the Note to be deposited with the Trustee and shall cause the Trustee to accept deposit of the Note and to deliver the Note Participations to the Underwriter in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned, and the proceeds of the purchase price of the Note set forth in the Pricing Confirmation shall be deposited in same day funds by the Trustee in an amount indicated in the Pricing Confirmation as the "Deposit to Proceeds Subaccount" in the Proceeds Subaccount of the Participant held under the Trust Agreement and the remainder in the Costs of Issuance Fund held thereunder. If the Underwriter shall so request at least five business days prior to the Closing Date, the Note Participations shall be pre-executed and delivered in definitive form to, or otherwise in the care of, The Depository Trust Company, New York, New York, at least 24 hours prior to the Closing. The Participant's Note and the Note Participations shall be made available to the Underwriter for inspection and packaging at least 24 hours prior to Closing.

The Participant agrees to cause to be delivered to the Underwriter as many copies of the final Official Statement dated as of the Purchase Date (the "Official Statement") as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of Rule

15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 and all other rules of the Municipal Securities Rulemaking Board. The Participant hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriters within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriters, the Participant shall cause a final printed form of the Official Statement to be delivered to the Underwriters in sufficient quantity to comply with the Rule and the applicable rules of the Municipal Securities Rulemaking Board. The Participant shall also deliver to the Underwriters a sufficient number of copies of the Official Statement to enable the Underwriters to distribute a single copy of the Official Statement to any potential customer of any of the Underwriters requesting an Official Statement. The Participant shall deliver such copies to the Underwriters no later than seven business days after the execution of this Purchase Agreement.

The Participant agrees to cause to be delivered the Official Statement within seven business days after the Purchase Date. If, at any time prior to 25 days after the initial delivery of the Note Participations, any event occurs as a result of which information relating to the Participant included in the Official Statement or the Preliminary Official Statement, contains an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Participant shall promptly notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Participant will cooperate with the Underwriter in the preparation of an amendment or supplement to the Official Statement in a form and in a manner approved by the Underwriter, and all reasonable expenses thereby incurred will be paid for by the Participant.

Section 4. The Note. The Note shall be issued in registered form, in the name of the Trustee, without coupons in the full principal amount set forth in Exhibit A.

Section 5. Representations and Warranties of the Participant. The Participant represents and warrants to the Underwriter that:

(a) All representations and warranties set forth in the Resolution are true and correct on the date hereof and are made for the benefit of the Underwriter as if set forth herein.

(b) The information relating to the Participant included in the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in light of the circumstance under which they were made not misleading.

(c) A copy of the Resolution has been delivered to the Underwriter, and the Resolution will not be amended or repealed without the consent of the Underwriter, which consent will not be unreasonably withheld.

Section 6. Conditions Precedent to the Closing. Conditions precedent to the Closing are as follows:

(a) The execution and delivery of the Note consistent with the Resolution and the Note Participations as specified in the Trust Agreement.

(b) A legal opinion addressed to the Participant, and addressed to or upon which the Underwriter may rely, dated the date of Closing, of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) with respect to the validity and tax-exempt status of the Note.

(c) A legal opinion addressed to the Participant, and addressed to or upon which the Underwriter may rely, dated the date of Closing of Hawkins Delafield & Wood LLP (“Disclosure Counsel”), in form and substance satisfactory to the Participant, to the effect that, subject to such exclusions as are acceptable to the Participant, as of its date, the Official Statement (except for any financial and statistical information and the information relating to The Depository Trust Company, New York, New York, and its book-entry system contained in the Official Statement, as to which no opinion need be expressed) did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) A legal opinion, dated the date of Closing and addressed to or upon which the Underwriter may rely, of counsel to the Participant, with respect to the due authorization, execution and delivery of the Note, in form and substance acceptable to Bond Counsel.

(e) At the Underwriter’s election, at or prior to the Closing, evidence shall be delivered that the Note Participations shall have been rated “[MIG 1]” by Moody’s Investors Service, and that the rating is in full force and effect as of the date of the Closing.

(f) As applicable, an investment agreement, if any, with a provider rated in one of the two highest long-term rating categories by Moody’s Investors Service or Standard & Poor’s Ratings Services, which provides for the investment of moneys held by the Trustee in each of the Proceeds Fund, the Note Participation Payment Fund and the Cost of Issuance Fund created under the Trust Agreement at a rate not less than the rate specified in the Pricing Confirmation with payment at or about maturity.

(g) The execution and delivery by the Participant of a tax certificate acceptable to Bond Counsel.

(h) The execution and delivery of the Note Participations by the Trustee, pursuant to the Trust Agreement.

(i) The Municipal Bond Insurance Policy or other Credit Instrument, if any, together with such opinions and certificates regarding the same, as may be required by Bond Counsel and the Underwriter.

(j) Such other certificates, instruments or opinions as Bond Counsel may deem necessary or desirable to evidence the due authorization, execution and delivery of documents pertaining to this transaction and the legal, valid and binding nature thereof, as well as compliance of all parties with the terms and conditions thereof.

(k) Such other certificates, instruments or opinions as the Underwriter may reasonably request.

Section 7. Events Permitting the Underwriter to Terminate. The Underwriter may terminate its obligation to purchase the Note as evidenced and represented by the Note Participations at any time before the Closing if any of the following occurs:

(a) Any legislative, executive or regulatory action (including the introduction of legislation) or any court decision which, in the judgment of the Underwriter, casts sufficient doubt on the legality of or the tax-exempt status of interest on obligations such as the Note so as to materially impair the marketability or to materially reduce the market price of such obligations;

(b) Any action by the Securities and Exchange Commission or a court which would require registration of the Note, the Note Participations or any instrument securing the Note under the Securities Act of 1933, as amended, in connection with the public offering thereof, or qualification of the Resolution or the Trust Agreement under the Trust Indenture Act of 1939, as amended; or

(c) Any restriction on trading in securities, or any banking moratorium, or the inception or escalation of any war or major military hostilities which, in the judgment of the Underwriter, substantially impairs the ability of the Underwriter to market the Note Participations.

The Underwriter shall not be responsible for the payment of any fees, costs or expenses of the issuance, offering and sale of the Note and Note Participations except for California Debt and Investment Advisory Commission fees and for its own internal costs and any counsel designated by it. The fees, costs and expenses that are categorized in the "Costs of Issuance" definition in the Trust Agreement shall be paid from the Costs of Issuance Fund. The Participant shall pay any additional costs attributable to it as set forth in the Resolution other than the fees, costs and expenses so payable from the Costs of Issuance Fund.

Section 8. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Notes, the Note Participations or in any other document mentioned herein, the Participant shall not have any liability hereunder or by reason hereof or in connection herewith or with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 of the Resolution of the Participant.

Section 9. Notices. Any notices to be given to the Underwriter under the Purchase Agreement shall be given in writing to _____, Attn: _____. Any notices to be given to the Participant shall be given in writing to the address specified in Exhibit A.

Section 10. No Assignment. The Purchase Agreement has been made by the Participant and the Underwriter, and no person other than the Participant named in Exhibit A and the Underwriter or their successors or assigns shall acquire or have any right under or by virtue of the Purchase Agreement. All of the representations, warranties and agreements contained in the Purchase Agreement shall survive the delivery of and payment by the Underwriter for the Note as evidenced and represented by the Note Participations and any termination of the Purchase Agreement.

Section 11. Applicable Law. The Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

Section 12. Effectiveness. The Purchase Agreement shall become effective upon the execution hereof and execution by the Participant of the Pricing Confirmation, and the Purchase Agreement shall be valid and enforceable from and after the time of such effectiveness.

Section 13. Severability. In the event any provision of the Purchase Agreement 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 14. Execution in Counterparts. The Purchase Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Underwriter has executed this Purchase Agreement below and the Participant has executed this Purchase Agreement by executing the Pricing Confirmation, in each case as of the Purchase Date set forth in Exhibit A attached hereto.

_____, as Underwriter

By: _____
Title

EXHIBIT A

**SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS, SERIES 2009[A/B]**

PRICING CONFIRMATION

«District_Name» (the "Participant")

Principal Amount of Note: \$ _____
Interest Rate (Note Rate): _____ %
Maturity Date: _____, 2010
Purchase Date: _____, 2009
Closing Date: _____, 2009
Purchase Price (including costs of issuance): \$ _____
Deposit to Proceeds Subaccount (net costs of issuance): \$ _____
Deposit to Costs of Issuance Fund: \$ _____

[Municipal Bond Insurer/Credit Instrument Provider: _____]

[Investment Agreement Provider: _____]

[Interest Rate payable on funds invested under Investment Agreement: _____ %]

Repayment Months: [PROPOSED; SUBJECT TO CHANGE]

First Repayment Month:	February	Percentage of total principal and interest due on Note at maturity	___%
Second Repayment Month:	April	Percentage of total principal and interest due on Note at maturity	___%
Third Repayment Month:	May	Percentage of total principal and interest due on Note at maturity	___%

In addition to the foregoing, the undersigned further certifies that the Purchase Agreement submitted by _____, as further memorialized by this Pricing Confirmation, is agreed to and accepted as of this Purchase Date as set forth above by an Authorized Officer of the Participant.

«DISTRICT_NAME»

By: _____ [SPECIMEN COPY]
Authorized Officer

This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities, in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED JUNE __, 2009

NEW ISSUE-FULL BOOK-ENTRY-ONLY

RATINGS

Note Participations – Moody’s: “__”
Each Participant’s Respective Note – Moody’s: “__”
(See “Ratings” herein)

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Participants, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Notes represented by the Note Participations is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. The amount treated as interest on the Notes represented by the Note Participations and excluded from gross income may depend upon the taxpayer’s election under Internal Revenue Service Notice 94-84. Bond Counsel is of the further opinion that interest on the Notes represented by the Note Participations is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, nor is it included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Notes represented by the Note Participations. See “TAX MATTERS” herein.

**[\$[PAR AMOUNT]*
SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS
SERIES 2009A**

Evidencing and Representing Proportionate
and Undivided Interests of the Owners Thereof in
2009-10 Tax and Revenue Anticipation Notes, Series A
of Certain School Districts within Orange County, California

Dated Date: July 1, 2009

Interest Rate: % Reoffering Yield: %
CUSIP No. 837431__

Maturity Date: [Maturity Date]

The Note Participations are being issued pursuant to a Trust Agreement, dated as of July 1, 2009 (the “Trust Agreement”), by and among the Orange County Department of Education (the “County Department of Education”), the respective Districts located in Orange County (the “County”) identified herein under the caption “The Participants – Participants” (the “Participants”) and U.S. Bank National Association, as Trustee (the “Trustee”). The Note Participations evidence and represent a proportionate and undivided interest in (i) 2009-10 Tax and Revenue Anticipation Notes, Series A (individually, a “Note” and collectively, the “Notes”) issued by the Participants and (ii) debt service payments on the Notes to be made by the Participants. The Notes are being issued to provide operating cash for each Participant’s working capital expenditures and the investment and reinvestment of funds for each Participant prior to the receipt of anticipated tax payments and other revenues attributable to Fiscal Year 2009-10.

The Note Participations will be delivered as fully registered certificates, without coupons, and when delivered will be registered in the name of The Depository Trust Company, New York, New York (“DTC”), or its nominee. DTC will act as securities depository for the Note Participations. Individual purchases of beneficial interests in the Note Participations will be made in book-entry form only and in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of such beneficial interests will not receive physical delivery of the Note Participations. Principal of and interest on the Notes represented by the Note Participations will be payable on the Maturity Date by the Trustee to DTC. DTC will in turn remit such principal and interest to the DTC Participants (as hereinafter defined), who will in turn remit such principal and interest to the Beneficial Owners (as hereinafter defined) of the Note Participations. See Appendix E – “Book-Entry Only System” attached hereto.

The Note Participations are not subject to prepayment prior to maturity.

The Participants have each pledged certain Unrestricted Revenues as described herein for the payment of the principal of and interest on their respective Notes, *provided* that no Participant has any obligation to pay the principal of or interest on the Note of any other Participant. The Notes are general obligations of the respective Participants and, to the extent the Notes are not paid from revenues pledged for the payment of the Notes, the Notes shall be paid with interest thereon from any other moneys of the Participants lawfully available therefor. Payments by a Participant of the principal of and interest on its Note shall fully discharge the obligation of such Participant to the Owners of the Note Participations, notwithstanding nonpayment by one or more other Participants. **The obligation of each Participant is a several and not a joint obligation and is strictly limited to such Participant’s repayment obligation under its respective Note Resolution and Note.** Each of the Participants has authorized in their respective Note Resolution a second series of tax and revenue anticipation notes (the “Additional Notes”) payable from Unrestricted Revenues on parity such Participant’s Note, which may be issued prior to _____ 1, 2010 upon satisfaction of certain conditions in the respective Note Resolution. See “Introduction – Additional Notes” herein.

* Preliminary, subject to change.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Note Participations will be sold via competitive bid on MuniAuction on _____, 2009 at 9:00 a.m. Pacific Time and may be sold to different bidders. See Appendix G – “Official Notice of Sale” attached hereto.

The Note Participations will be offered when, as and if executed and delivered, subject to approval as to their legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Bond Counsel to the Participants, and certain other conditions. Certain legal matters will be passed upon for the Participants by their Disclosure Counsel, Hawkins Delafield & Wood LLP, Los Angeles, California. It is anticipated that the Note Participations, in book-entry form, will be available for delivery through the facilities of DTC on or about July __, 2009.

Dated: _____, 2009

THE SERIES 2009A PARTICIPANTS

Anaheim Union High School District
Brea Olinda Unified School District
Buena Park Elementary School District
Capistrano Unified School District
Centralia School District
Fullerton School District
Huntington Beach Union High School District
Irvine Unified School District
Saddleback Valley Unified School District

SPECIAL SERVICES

Orrick, Herrington & Sutcliffe LLP
Los Angeles, California
Bond Counsel

Hawkins Delafield & Wood LLP
Los Angeles, California
Disclosure Counsel

Tamalpais Advisors, Inc.
Sausalito, California
Financial Advisor

U.S. Bank National Association
Los Angeles, California
Trustee

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representation other than those contained in this Official Statement in connection with the offers made hereby and, if given or made, such information or representation must not be relied upon as having been authorized by the Participants. This Official Statement does not constitute an offer to sell the Note Participations in any state or other jurisdiction to any person to whom it is unlawful to make such an offer in such state or jurisdiction.

This Official Statement is not to be construed as a contract with the purchasers of the Note Participations. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

The information set forth in this Official Statement has been obtained from the Participants and other sources that the Participants believe to be reliable. The information and expression of opinions herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the Participants since the date hereof. All summaries of the Note Participations, the Notes, the Note Resolutions, the Trust Agreement and other documents, are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Although certain information set forth under the caption "Investment of Participant Funds" in this Official Statement has been provided by the County of Orange (the "County"), the County has not approved this Official Statement and is not responsible for the accuracy or completeness of the statements contained in this Official Statement.

This Official Statement is submitted in connection with the execution and delivery of the Note Participations referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTE PARTICIPATIONS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE NOTE PARTICIPATIONS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE AND SAID PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

The Preliminary Official Statement and the information contained therein was deemed final by the Participants for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (except for omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)).

CUSIP data set forth on the cover hereof is for convenience of reference only. None of the Participants or the Underwriter assume any responsibility for the accuracy of such data.

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§[Par Amount]*
**SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS
SERIES 2009A**

**Evidencing and Representing Proportionate and Undivided
Interests of the Owners Thereof in
2009-10 Tax and Revenue Anticipation Notes, Series A
of Certain School Districts within Orange County, California**

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page through the appendices hereto, and the documents described herein. References to and summaries of provisions of the Constitution and laws of the State of California and any documents referred to herein do not purport to be complete and such references are qualified in their entirety by reference to the complete provisions. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Trust Agreement.

General

This Official Statement, including the cover page through the appendices, sets forth certain information concerning the §[Par Amount]* South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program Note Participations, Series 2009A. The Note Participations are being issued pursuant to a Trust Agreement, dated as of July 1, 2009 (the “Trust Agreement”), by and among the Orange County Department of Education (the “County Department of Education”), the respective Districts located in Orange County (the “County”) identified herein under the caption “The Participants” (the “Participants”) and U.S. Bank National Association, as Trustee (the “Trustee”). The Note Participations evidence and represent a proportionate and undivided interest in (i) 2009-10 Tax and Revenue Anticipation Notes, Series A (individually, a “Note” and collectively, the “Notes”) issued by the Participants and (ii) debt service payments on the Notes to be made by the Participants. The Notes are being issued to provide operating cash for each Participant’s working capital expenditures and the investment and reinvestment of funds for each Participant prior to the receipt of anticipated tax payments and other revenues attributable to Fiscal Year 2009-10.

Each Note is issued pursuant to Article 7.6, Sections 53850 *et seq.* of the California Government Code (the “Government Code”) and in accordance with separate resolutions adopted by the governing board of each Participant (each, a “Note Resolution” and collectively, the “Note Resolutions”). The Note Resolutions set forth the maximum aggregate principal amount of Notes and any Additional Notes (as defined herein) authorized to be issued for each Participant. See “Introduction – Additional Notes” herein.

The Trust Agreement establishes the program under which the Notes are purchased as a pool through the simultaneous issuance and sale of the Notes and the Note Participations. See “The Participants” herein for a listing of the Participants and the principal amount of the Note to be issued by each Participant and Appendix A – “The Participants” attached hereto for a summary description of certain financial and demographic information for each Participant.

* Preliminary, subject to change.

The Note Participations will be executed and delivered in a principal amount equal to the respective principal amount of the Notes. The Notes are being issued to provide operating cash for each Participant's current working capital expenditures, capital expenditures and the investment and reinvestment of funds prior to the receipt of anticipated tax payments and other revenues attributable to Fiscal Year 2009-10. Imbalances in the Participants' cash flows, resulting from the timing of expenditures and receipts, require each Participant to borrow funds to meet all scheduled disbursements, including current expenses, capital expenditures and the discharge of other obligations or indebtedness of the Participant.

Sources of Payment and Security for the Note Participations

Each Participant has pledged, pursuant to Section 53856 of the Government Code and its respective Note Resolution for the payment of principal of and interest on its respective Note, certain Unrestricted Revenues (as hereinafter defined, the "Pledged Revenues") which are received or held by the respective Participant and are attributable to Fiscal Year 2009-10 and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the respective Participant 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 respective Participant lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Government Code), with payments to be made *pro rata* between each series of Notes of the respective Participant if more than one series are issued. The term "Unrestricted Revenues" shall mean, as to each Participant, all taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts and other moneys, which are generally available for the payment of current expenses and other obligations of the Participant. The Owners shall have a first lien and charge on such Unrestricted Revenues as provided in the Notes and the Trust Agreement which are received or held by the Participants and are attributable to Fiscal Year 2009-10; provided that, as to each Participant's Note, such lien shall be on a parity with Additional Notes which may be issued by such Participant. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude moneys which, when received by the Participant, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose. Each Participant has agreed pursuant to its respective Note Resolution to cause to be deposited with the Trustee an amount equal to the principal amount of and interest due on its respective Note from Pledged Revenues received by the Participant in certain sequentially numbered Repayment Months (as defined in the Trust Agreement and in the respective Notes). See "Sources of Payment and Security for the Note Participations" and "Expedited Procedure for Deposits into Payments Accounts" herein.

No Participant has any obligation to pay the principal of or interest on the Note of any other Participant. The Notes are general obligations of the respective Participants and, to the extent the Notes are not paid from Pledged Revenues, each Note shall be paid, with interest thereon, from any other moneys of the respective Participant lawfully available therefor pursuant to Section 53857 of the Government Code. See "Sources of Payment and Security for the Note Participations" herein.

Additional Notes

Each of the Participants has authorized in its respective Note Resolution a second series of tax and revenue anticipation notes (the "Additional Notes") payable from Unrestricted Revenues on a parity with such Participant's Note, which may be issued prior to _____ 1, 2010 in a principal amount so as not to exceed the maximum aggregate principal amount provided for the Notes and Additional Notes in the respective Note Resolution. See "The Participants" herein. Such Additional Notes, if issued, will mature on June 30, 2010. As to each Participant, no Additional Note will be issued unless Moody's Investors Service has confirmed that such issuance will not cause a reduction or withdrawal of its rating on such

Participant's Note. No Participant will have any obligation to pay the principal of or interest on the Additional Note of any other Participant. Such Additional Note is a general obligation of the respective Participant issuing such Additional Note and, to the extent the Additional Note is not paid from Pledged Revenues, the Additional Note shall be paid, with interest thereon, from any other moneys of the respective Participant lawfully available therefor pursuant to Section 53857 of the Government Code.

SCLEA Pooled Tax and Revenue Anticipation Note Program

The SCLEA Pooled Tax and Revenue Anticipation Note Program was organized in 1995 to assist the County Department of Education, as Representative and, from time to time, a participant, and school districts in Orange County with funding their cash flow requirements with short-term notes. The principal amount of these note issues has ranged from \$59,500,000 to \$131,420,000 and the number of participants has varied from year to year.

Miscellaneous

All quotations from and summaries and explanations of provisions of the laws of the State of California (the "State") and acts and proceedings of the Participants contained herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof, and all references to the Note Participations, the Notes, the Additional Notes, the Note Resolutions and the proceedings of the Participants relating thereto, are qualified in their entirety by reference to the definitive forms of the Note Participations, the Notes, the Additional Notes and such proceedings. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement and, where the context indicates, the Note Resolution.

THE PARTICIPANTS

General

Each of the Participants is a school district duly organized and validly existing under the laws of the State. Each of the Participants is duly authorized to borrow money through the issuance of tax and revenue anticipation notes such as the Notes, under the Government Code. See “Sources of Payment and Security for the Note Participations” herein and Appendix A – “The Participants” attached hereto.

The Participants

The Participants and the estimated principal amount of their respective Notes are set forth below:

<u>Participant</u>	<u>Principal Amount of Notes</u>	<u>Maximum Principal Amount of Notes Authorized</u>
Anaheim Union High School District	\$	\$
Brea Olinda Unified School District		
Buena Park Elementary School District		
Capistrano Unified School District		
Centralia School District		
Fullerton School District		
Huntington Beach Union High School District		20,000,000
Irvine Unified School District		
Saddleback Valley Unified School District		
TOTAL	\$ _____	\$ _____

THE TRANSACTION

On the date of issuance of the Notes and the execution and delivery of the Note Participations (the “Closing Date”) and pursuant to the Trust Agreement the following transactions shall occur simultaneously in accordance with the Trust Agreement: (a) each Participant shall deposit its respective Note in trust with the Trustee, who shall hold such Note as registered owner thereof in trust until its maturity; (b) the Trustee shall execute and deliver the Note Participations, registered in the name of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Note Participations, or its nominee, for the benefit of the beneficial owners of interest in the Note Participations described herein (“Beneficial Owners”); and (c) the proceeds of the Note Participations shall be deposited and disbursed as set forth in the Trust Agreement initially to pay the purchase price for the related Notes and costs of issuance therefor and thereafter to be applied by each respective Participant to provide operating cash for each Participant’s working capital expenditures.

The net purchase price for the Notes shall be derived solely from the proceeds received from the sale of the respective Note Participations, which shall be an amount equal to the principal amount of the respective Notes, plus any premium in accordance with the Official Notice of Sale. The Note Participations shall represent undivided, proportionate interests in the Notes and the debt service payments to be made by the Participants under the Notes. Principal and interest payments made by the Participants to the Trustee shall be remitted by wire transfer to DTC or its nominee which in turn will remit such payments to participants in DTC (“DTC Participants”) for subsequent disbursement to the Beneficial Owners. See Appendix E – “Book-Entry Only System” attached hereto. Pursuant to the Trust Agreement, the Trustee agrees to transfer upon the maturity of the Notes all such debt service payments as may be received from the Participants to DTC, and the Trustee agrees to hold the Notes until their

maturity for the benefit of the Beneficial Owners. Neither the Trustee nor the Participants shall have any further liability with respect to payments of principal of and interest on the Notes represented by the Note Participations or any fiduciary responsibility to the Beneficial Owners except as expressly set forth in the Trust Agreement or the terms of the Note Participations. See Appendix B – “Summary of the Trust Agreement” attached hereto.

DESCRIPTION OF THE NOTE PARTICIPATIONS

The Note Participations will be executed and delivered as fully registered certificates, without coupons. The Note Participations will be dated, mature and have an interest component calculated at the rate per annum, all as shown on the cover page hereof. Interest on the Notes will be calculated upon the basis of a 360-day year consisting of twelve 30-day months. Interest on the Note Participations will be paid on [Maturity Date], the Maturity Date of the Note Participations. Principal of and interest due on the Note Participations flowing from the Notes will be payable by the Trustee to DTC, which will in turn remit such principal and interest to the DTC Participants. It is the responsibility of the DTC Participants to remit such principal and interest to the Beneficial Owners. See Appendix E – “Book-Entry Only System” attached hereto. The Note Participations and the Notes evidenced thereby are not subject to prepayment prior to maturity.

SOURCES OF PAYMENT AND SECURITY FOR THE NOTE PARTICIPATIONS

The Notes

The Note Participations evidence and represent proportionate and undivided interests in the Notes and debt service payments to be made thereon by the respective Participants.

The Notes are general obligations of the respective Participants and, to the extent not paid from the Pledged Revenues herein described, shall be paid from any other moneys of the Participants lawfully available therefor. See “Financial Information Regarding the Participants” herein. However, except for the Pledged Revenues as and when deposited in a payment account as described herein, the Participants are not prohibited from pledging, encumbering and utilizing other moneys for other purposes and there can be no assurance that such other moneys will be available for the payment of the principal of and interest on the Notes represented by the Note Participations and the Notes evidenced thereby. The Trust Agreement establishes a trust estate for the benefit of the Owners and Beneficial Owners of the Note Participations issued thereunder. **No Participant has any obligation to pay the principal of or interest on the Note of any other Participant.**

Pledged Revenues

As security for the Notes, the Participants have each pledged certain Unrestricted Revenues (as hereinafter defined, the “Pledged Revenues”) which are received or held by the Participant and are attributable to Fiscal Year 2009-10, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the Participant 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 Participant lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Government Code), with payments to be made *pro rata* between each series of Notes of the Participants if more than one series are issued. 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, which are generally available for the payment of current expenses and other obligations of the Participant. The Owners shall have a first lien and charge on such

Unrestricted Revenues as provided in the Trust Agreement which are received or held by the Participant and are attributable to Fiscal Year 2009-10. Notwithstanding the foregoing, the terms “Unrestricted Revenues” and “Pledged Revenues” shall exclude moneys which, when received by the Participant, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose.

To effect the pledge referred to in the preceding paragraph, each Participant has agreed pursuant to its respective Note Resolution to the establishment and maintenance by the Trustee of a Payment Account as a special fund of such Participant (each, a “Payment Account”) within the Note Participation Payment Fund under the Trust Agreement. Each Participant has agreed to cause to be deposited (and to request specific amounts from the respective Participant’s funds on deposit with the Orange County Treasurer-Tax Collector (the “County Treasurer”) for such purpose) directly therein, and *pro rata* if more than one series of Notes are issued, in the following amounts on or before the last Business Day of each of the following months: an amount equal to 40 percent of the principal amount of and interest due on such series of Notes from the first Unrestricted Revenues received by the Participant in the month of February 2010 and an amount equal to 30 percent of the principal amount of and interest due on its respective Note from the first Unrestricted Revenues received by the Participant in the month of April 2010 and an amount equal to 30 percent of the principal amount of and interest due on its respective Note from the first Unrestricted Revenues received by the Participant in the month of May 2010 as sequentially numbered Repayment Months (each, a “Repayment Month”). If on the last Business Day (as defined in the Trust Agreement) of each such Repayment Month, the Participant 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 will be satisfied and made up from any other moneys of the Participant lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available. In connection therewith, each Participant has authorized the County Treasurer to transfer any Participant funds then held or later received by the County Treasurer to the Trustee for deposit into the Participant’s Payment Account to satisfy and make up any such deficiency of Unrestricted Revenues. Appendix C hereto sets forth estimated debt service coverage by Repayment Month and at maturity with respect to each Participant’s Note obligation.

On the Maturity Date of the Notes, the moneys in the respective Payment Account shall be transferred by the Trustee, to the extent necessary, to pay the principal of and interest on the related series of Notes. In the event that moneys in the respective Payment Account are insufficient to pay the principal of and interest on the Notes in full on the Maturity Date, moneys in the respective Payment Account shall be applied in the following priority: first, to pay interest on the related series of notes and second, to pay principal of the related series of notes, and thereafter to any unpaid principal and interest on notes of the applicable Participant. Any moneys remaining in or accruing to the respective Payment Account after the principal of the notes and the interest thereon have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the Participant, subject to any other disposition required by the Trust Agreement. On the Maturity Date of the Notes, the Trustee will transfer any and all interest earnings on amounts in the respective Payment Account into the respective General Fund of each Participant such that interest earnings will not be carried forth to Fiscal Year 2010-11. Nothing herein shall be deemed to relieve the Participant from its obligation to pay its Note in full on the Maturity Date. See “Summary of the Note Resolutions – Remedies” herein and Appendix B – “Summary of the Trust Agreement – Application of Funds Upon Event of Default” attached hereto.

Additional Notes

Each Additional Note, if issued, will also be payable from Unrestricted Revenues and such other sources as provided in the respective Participant’s Note Resolution in the same manner as the Note. Payments with respect to the Note and Additional Note will be made on a pro rata basis.

Payment Accounts

In accordance with the provisions of the Note Resolutions, all principal and interest payments on the Notes received by the Trustee shall be held in trust by the Trustee under the terms of the Trust Agreement and shall be deposited by it, as and when received, in the appropriate Payment Account within the Note Participation Payment Fund established thereunder, and all money in such fund shall be held in trust by the Trustee for the benefit of the Participant submitting such money until deposited for the payment of principal and interest in connection with the Note Participations, whereupon such money shall be held in trust in such accounts by the Trustee for the benefit and security of the Owners as set forth in the Trust Agreement. Pursuant to each Note Resolution, each Participant is required to deposit amounts with the Trustee in the months identified as such Participant’s Repayment Months (as defined in such Participant’s Note and as set forth above) until the amount on deposit in such Participant’s Payment Account is equal to the percentages of the principal and interest due on such Participant’s Note required in each Repayment Month as indicated on the face of such Participant’s Note. If any Participant fails to make the required deposits, the Trustee shall as soon as practical (but in any event within five Business Days) notify such Participant of such failure. If the Trustee receives Note repayments from a Participant in excess of the amounts required to pay the principal of and interest due on such Participant’s Note on the Principal Payment Date, such excess amounts shall remain in the appropriate Participant’s Payment Account in the Note Participation Payment Fund and shall be transferred to such Participant following payment of the amount of Note Participations evidencing and representing such Participant’s Note. Each Participant expects to invest its Payment Account in the Educational Pool (hereinafter defined) established by the County Treasurer. See “Investment of Participant Funds” herein. **The Participants, to the extent they have any interest in such fund to pledge, transfer, assign and grant a lien on and a security interest in the Note Participation Payment Fund and their respective Payment Account therein to the Trustee for the benefit of the Owners. A Participant’s Payment Account will neither be available nor used in any manner (directly or indirectly) to make up a deficiency in the Payment Account of another Participant or for payment of principal of and interest on any other Participant’s Note.**

Expedited Procedure for Deposits into Payment Accounts

Each Participant will provide written instruction to the Trustee or to the County Department of Education, as applicable, to cause each Participant’s respective funds, to the extent available, to be transferred by the County Treasurer from its general fund at the County Treasurer’s office, or from the Participant’s Proceeds Subaccount (as hereinafter defined) held by the Trustee, for deposit and credit to such Participant’s Payment Account under the Trust Agreement, in an amount equal to the principal and interest due on the Participant’s Note in each Repayment Month. Unless otherwise instructed by the Participant, the County Department of Education shall first cause the respective Participant’s funds, to the extent available, to be transferred from the Participant’s Repayment general fund at the County Treasurer’s office to the Participant’s Payment Account. The County Department of Education shall cause the balance, if any, required to be deposited in each Repayment Month to be transferred from each Participant’s respective Proceeds Subaccount.

Cash Flow Projections

Each Participant has prepared monthly cash flow statements covering actual and projected results for Fiscal Year 2008-09 and projected results for Fiscal Year 2009-10. These cash flow statements with respect to each Participant are presented in Appendix A hereto. A maximum cumulative cash flow deficit (the "MCCFD") is projected by each Participant to occur within six months of issuance of such Participant's Note. All or a portion of the MCCFD for each Participant is funded with the proceeds of tax and revenue anticipation notes indicated in such Participant's Fiscal Year 2009-10 cash flow table in Appendix A hereto.

The estimates of amounts and timing of receipts and disbursements in the cash flow tables are based on certain assumptions and should not be construed as statements of fact. The assumptions are based on present circumstances and currently available information and are believed to be reasonable. The assumptions may be affected by numerous factors and there can be no assurance that such estimates will actually be achieved.

The cash flows prepared by the Participants reflect the enactment of 2009 State Budget Act (defined herein). The 2009 State Budget Act was enacted following a special session of the State legislature that directed the deferral of the State's February 2009 apportionment (the "February Advance Apportionment") to July 2009. Further, the 2009 State Budget Act directed the deferral of the State's June 2009 apportionment to July 2009. In addition, the 2009 State Budget Act directed the deferral of the State's July 2009 apportionment to October 2009 and the State's August 2009 apportionment to October 2009. As a result of such deferrals, the State apportionment amounts in July 2009 and October 2009 are expected to be higher than such amounts received by school districts for their respective cash flows in prior fiscal years and the State apportionment amounts in August 2009 are expected to be lower than such amounts received by school districts for their respective cash flows in prior fiscal years.

Pursuant to Section 42127 of the State Education Code, the Participants must adopt their respective budgets for the subsequent fiscal year on or before July 1 of such fiscal year. The 2009 State Budget Act is subject to potential future changes as a result of the Governor's May Revision (defined herein) or future legislation. See "Financial Information Regarding the Participants – The State Budget" herein. The County Department of Education has advised that it is important for school districts to develop contingency plans that allow for flexibility within their respective budgets and cash flows. [TO BE UPDATED IN CONNECTION WITH THE RELEASE OF THE GOVERNOR'S MAY REVISION]

Available Sources of Payment and Coverage Factors

Each Participant's Note, in accordance with California law, is a general obligation of such Participant, but is payable solely from taxes, income, revenue, cash receipts and other moneys received for the general fund of such Participant attributable to Fiscal Year 2009-10 and legally available for payment thereof. Under the Government Code, no obligations, including the Participant's Note, may be issued thereunder if the principal thereof and interest thereon exceeds 85 percent of the estimated amount of the then-uncollected taxes, income, revenue, cash receipts and other moneys which will be available for payment of such principal and interest.

Each Participant has estimated the total moneys available for payment of its respective Note as indicated in the table set forth on page C-1 in Appendix C hereto. The principal amount of each Note and estimated interest thereon is below the 85 percent maximum discussed in the preceding paragraph.

Except for pledged amounts, the unrestricted moneys listed on pages C-1 and C-2 in Appendix C hereto will be expended during the course of Fiscal Year 2009-10, and no assurance can be given that any

moneys, other than the Pledged Revenues as provided in the Notes and in the Trust Agreement payable sequentially in the Repayment Months, will be available to pay each Note and the interest thereon.

The tables set forth on pages C-1 and C-2 in Appendix C hereto provide estimated debt service coverage factors based upon estimated revenues available for debt service as well as estimated amounts in each respective Participant's non-general fund accounts that may be borrowed to pay debt service.

SUMMARY OF THE NOTE RESOLUTIONS

Covenants of the Participants

In its respective Note Resolution, each Participant has approved and authorized the set-aside of the Pledged Revenues in the respective Repayment Months and has represented or covenanted, among other things, the following:

(A) That the Participant has (or will have prior to the issuance of its Note and Additional Note, if issued) duly, regularly and properly adopted a preliminary budget for Fiscal Year 2009-10 setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget, and the Participant will duly, regularly, and properly prepare and adopt its final budget for Fiscal Year 2009-10 and comply with all applicable law pertaining to its budget;

(B) That the sum of the principal amount of the Participant's Note plus the interest payable thereon, on the date of its issuance, will not exceed 50 percent of the estimated amounts of such Participant'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 such Participant for the general fund of such Participant attributable to Fiscal Year 2009-10, all of which will be legally available to pay principal of and interest on the Notes;

(C) That the Participant, as of the date of adoption of its Note Resolution and on the date of issuance of its Note and Additional Note, reasonably expects the County to collect at least 85 percent of such amount for Fiscal Year 2009-10;

(D) That the Participant (i) has not defaulted within the past 20 years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of such Participant, has never defaulted on any debt obligation;

(E) That the Participant will not directly or indirectly amend, supplement, repeal or waive any portion of its Note Resolution in any way that would materially adversely affect the interests of the Noteholders or Note Participation Owners;

(F) That the Participant 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 its Note Resolution and its Note;

(G) That the Participant will not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues under its Note Resolution;

(H) That, as of the date of adoption of its Note Resolution, the Participant does not have a negative or qualified certification applicable to Fiscal Year 2008-09 within the meaning of Section 42133 of the Education Code of the State of California;

(I) That the Participant funded its Reserve for Economic Uncertainties for Fiscal Year 2008-09 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2009-10 in at least the minimum amount recommended by the State Superintendent of Public Instruction as interpreted by the County Department of Education; and

(J) That the Participant will maintain an overall positive general fund balance during Fiscal Year 2009-10.

Events of Default

Pursuant to each respective Participant's Note Resolution, if any of the following events occurs, it is defined as and declared to be and to constitute an "Event of Default" under such Note Resolution:

(A) Failure by the Participant to make or cause to be made the deposits to its Payment Account or any other payment required to be paid under its Note Resolution on or before the date on which such deposit or other payment is due and payable;

(B) Failure by the Participant to observe and perform any covenant, condition or agreement on its part to be observed or performed under its Note Resolution, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Trustee, unless the Trustee shall 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 Participant contained in its Note Resolution, its Pricing Confirmation, the Participant Certificate or in any requisition or any Financial Report or Deficiency Report delivered by the Participant or in any instrument furnished in compliance with or in reference to its Note Resolution or in connection with its Note, is false or misleading in any material respect;

(D) A petition is filed against the Participant 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 thirty (30) days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect its and the related Noteholders' interests;

(E) The Participant 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; and

(F) The Participant 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 Participant or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect its and the Noteholders' interests.

Remedies

Whenever any Event of Default under any Note Resolution shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided under the applicable Note Resolution or by law or under the Trust Agreement, 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 the respective Note to be immediately due and payable, require the related Participant to pay to the Trustee, for deposit into the Payment Account of the related Participant in the Note Participation Payment Fund under the Trust Agreement, an amount equal to the principal of its Note and interest thereon to maturity, plus all other amounts due under the related Note Resolution, and upon notice to the related Participant the same shall become immediately due and payable by the related Participant without further notice or demand; and

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

INVESTMENT OF PARTICIPANT FUNDS

General

Education Code Section 41001 *et seq.* provides that all school district funds, except as otherwise set forth below, shall be deposited into the county treasury to the credit of the proper fund of the district. Education Code Section 41015 provides that funds held in a special reserve fund or any surplus moneys not required for the immediate necessities of the district may be invested in investments specified in Section 16430 or 53601 of the Government Code. Accordingly, all funds of each Participant not subject to the exception, including cash receipts and other moneys received by each Participant for deposit to the general fund of such Participant and attributable to Fiscal Year 2009-10, including such Participant’s Pledged Revenues and Unrestricted Revenues, are deposited with the County Treasurer, to remain on deposit therein and be generally available for the payment of current expenses and other obligations of the Participants until required to be deposited into their respective Payment Accounts in a Repayment Month.

The County Treasurer has established two Money Market Funds, the “County Money Market Fund” and the “Educational Money Market Fund” (collectively, the “Money Market Funds”), which are invested in cash-equivalent securities and provide liquidity for immediate cash needs. The County Treasurer has also established the Extended Fund (the “Extended Fund”), which is for cash requirements beyond one year. The County Investment Pool (the “County Pool”) is comprised of and contains portions of the County Money Market Fund and the Extended Fund. The Orange County Educational Investment Pool (the “Educational Pool” and, together with the County Pool, the “Pools”) is comprised of and contains portions of the Educational Money Market Fund and the Extended Fund. The County Treasurer has also established the OC Extended Fund B (“OC Extended Fund B”), which is comprised of the Whistlejacket Capital Limited structured investment vehicle (“Whistlejacket”). See “Investment of Participant Funds – County Investment Policy” below.

The maximum maturity of investments under each Money Market Fund is 13 months, with a maximum weighted average maturity of 90 days. The maximum maturity of the Extended Fund is 3 years, with a maximum weighted average maturity of 18 months. The investments in the Pools are marked to market daily to determine the value of the Pools. To further maintain safety, the County Treasurer is

required to adhere to an investment strategy of diversification in regard to instruments and maturities, as well as maintain internal controls for proper accounting and reporting, compliance, document safekeeping, collateralization and qualified financial broker-dealers. For details on the composition of the Educational Pool, see "Composition of the Educational Pool" below.

The Participants use the Educational Pool to, among other things, invest and manage school moneys for such accounts. In prior years, the County Treasurer has deposited proceeds from the SCLEA Pooled Tax and Revenue Anticipation Note Program in the Educational Pool, which pursuant to the Investment Policy (defined herein) is apportioned between the Extended Fund and the Educational Money Market Fund. The ratio of apportionment is presently approximately one-half to the Extended Fund and one-half to the Educational Money Market Fund and may be modified from time to time. While the intent of the Participants is to invest all or a portion of any amounts on deposit in their Payment Accounts in the Educational Pool, the Trust Agreement permits the Participants to invest said monies in any of the Permitted Investments directly through the Trustee. See also Appendix B – "Summary of the Trust Agreement - Investments" attached hereto.

General Statutory Requirements. Senate Bill 866, enacted by the California Legislature and generally effective January 1, 1996, added Sections 27130 through 27137 to the California Government Code requiring the board of supervisors in a county investing surplus funds to establish a treasury oversight committee. Senate Bill 866 was modified by Senate Bill 864, which became effective on July 11, 1996. In general, these provisions (i) require the treasury oversight committee to consist of between three and eleven members nominated by the treasurer, and confirmed by the board of supervisors; (ii) prohibit committee members from raising money for the treasurer or the board of supervisors (or candidates for such offices) and restrict employment by members of the committee; (iii) require the annual preparation of an investment policy to be reviewed and monitored by the treasury oversight committee, which shall include, among other things, a list of the type of securities in which the county treasury may invest and the maximum term of such securities, criteria for the selection of securities in which the county treasury may invest and the maximum term of such securities, criteria for the selection of security brokers and dealers, the requirement that the county treasurer provide the oversight committee with an investment report as required by the board of supervisors, the manner of calculating and apportioning administrative costs relating to the investment, handling and managing of funds, and criteria for considering requests to withdraw funds from the county treasury; (iv) require performance of an annual audit by the treasury oversight committee to ensure compliance with established investment policies; and (v) permit the treasurer to grant withdrawal requests for the purposes of investing or depositing such funds outside of the treasury pool only upon a finding by the treasurer that the withdrawal will not adversely affect the other depositors in the pool.

In addition, Senate Bill 866 added Government Code provisions regarding the trust and fiduciary relationship between the treasurer, those involved in the treasury investment process and the depositors, investors and participants in the treasury. The legislation adopts the prudent investor standard for investing, establishes priorities for such public investing (first safety, second liquidity and third return on the funds invested), placed additional limitations on permitted treasury investments, including restricting the use of reverse repurchase agreement and certain derivative instruments. Senate Bill 564, effective January 1, 1996, establishes reporting requirements for the treasury in addition to those currently required.

Specific Compliance by Orange County. On December 19, 1995, the Board of Supervisors of Orange County (the "Board of Supervisors") established a Treasury Oversight Committee effective on January 1, 1996, pursuant to the Government Code requirements. The County Treasurer nominates and the Board of Supervisors confirms the members of the Treasury Oversight Committee which is normally comprised of the Chief Executive Officer of the County, the County Auditor-Controller, the County

Superintendent of Schools, or his or her designee, and two public members. Pursuant to Government Code Section 27000.1, the Board of Supervisors delegated to the County Treasurer authority to invest and reinvest the funds of the County and other depositors as specified in Government Code Sections 27000.1, 53601 and 53608.

County Investment Policy. The County Treasurer is to adhere to the strict guidelines for permitted investments established by the County's "Investment Policy Statement" that was approved by the Board of Supervisors on December 16, 2008 (the "Investment Policy"), which applies solely to funds currently invested by the County Treasurer in the County Pool, the Educational Pool and an Airport Pool, which is currently not a participant in the Extended Fund. The Board of Supervisors has delegated to the Treasurer authority to invest and reinvest the funds of the County and other depositors as specified in California Government Code. Such delegation is conditioned upon the Treasurer submitting any and all investment policies and amendments thereto to the Board of Supervisors for review and approval. Certain other funds are invested separately and are not subject to the Investment Policy. The Investment Policy requires investment of public funds in a manner which will, in order of priority, maintain safety of principal, meet fund participants' daily cash flow needs and achieve the highest yields, while conforming to all applicable State statutes and Board of Supervisors' actions regarding public funds investment. The Investment Policy establishes the Money Market Funds and the Extended Fund as components of the Pools. The County Treasurer determines, on a cash flow basis, the percentage of moneys to be invested in each of the Money Market Funds and the Extended Fund.

The assets in the Pools are required by the Investment Policy to consist of only the following investments and no more than maximum permissible concentrations (stated in parentheses): U.S. Treasury instruments backed by the full faith and credit of the United States government (100%); obligations, participations or other instruments of, or issued by federal agencies of the United States government or government-sponsored enterprises of the United States (100%; no more than 30% may be invested in securities of any one government agency or government-sponsored agency of the United States); commercial paper of "prime" quality with a high rating ("A-1/P-1/F-1") provided by two of Moody's, S&P and Fitch, Inc. ("Fitch"), with further restrictions regarding issuer size and maturity (45% Money Market Fund but up to 50% upon meeting Weighted Average Credit Rating of AA- or higher), 40% Extended Fund and 40% aggregate if in both the Money Market Fund and the Extended Fund); negotiable certificates of deposit issued by a nationally or state-chartered bank or state or federal association or by a state-licensed branch of a foreign bank and is not rated below "P-1" by Moody's, "A-1" by S&P, or "F-1" by Fitch; the Money Market Fund may invest in U.S. dollar denominated certificates of deposit issued from the London, England branch of foreign and U.S. domestic banks (Euro certificates of deposit) (30%); banker's acceptances, with a maturity not to exceed 180 days and where issuer banks are rated by at least two of Moody's, S&P and Fitch and such rating is not below "P-1," "A-1," or "F-1" (40%); money market funds (20%; no more than 10% may be invested in any one money market fund); State of California or any municipal long-term debt rated at least "A-" by two of Moody's, S&P or Fitch for the Money Market Fund and "AAA" for the Extended Fund (on securities with a maturity over 397 days) and short-term debt rated at least "MIG 1/VMIG 1" or "P-1," "A-1" or "SP-1," or "F-1" by two of Moody's, S&P or Fitch with no less than an "A" rating on long-term debt (10%); "AA" or better receivable backed securities where the issuer is rated "A" or better by two of Moody's, S&P and Fitch (10%); medium term notes, rated "A" or better by at least two of Moody's, S&P and Fitch, which note issuer has a short term rating, if any, not less than "A-1," "P-1," or "F-1," for the Extended Fund, with medium term notes with an "AAA" rating by at least two of Moody's, S&P and Fitch permitted to have a maturity greater than 397 days (not to exceed 3 years) (30%); the Money Market Fund may invest in funding agreements with a rating of not less than "A-1," "P-1" or "F-1" by at least two of Moody's, S&P or Fitch (10%); the Money Market Fund may also invest in such other securities that are "eligible securities" under SEC Rule 2a-7 of the Investment Company Act of 1940 and meets other applicable requirements of Government Code Section 53601.7 (10%); and repurchase agreements and securities

lending agreements (50%). Repurchase agreements are limited to maturities of one year or less and must be collateralized by securities described in California Government Code Section 53601, provided the collateral value is maintained at 102% of repurchase price. Securities lending agreements must meet the requirements of Government Code Sections 53601 and 53601.7(f)(4). In addition, no investment may be purchased from an issuer that has been placed on "Credit Watch - Negative" by any rating agency or whose credit rating or investment rating falls below the minimum levels specified above unless the issuer has a short-term rating of "A-1+" or "F-1+" by S&P or Fitch, respectively, or at least "AA" or "Aa2" long-term rating by S&P and Fitch or Moody's. All permitted investments are required to comply in every respect with applicable California Government Code provisions.

The Investment Policy expressly prohibits leverage, reverse repurchase agreements as defined by California Government Code Section 53601.7(e) or otherwise, structured notes (e.g. inverse floaters, leveraged floaters, structured certificates of deposit, equity-linked securities, event-linked securities and structure investment vehicles) or any investment commonly considered a derivative instrument. Under the Investment Policy, no more than 5% of the total market value of the funds within the Pools may be invested in securities of any one issuer, with the exception of obligations of the United States Government, United States Government agencies or government-sponsored enterprises. At the time of purchase of any security, a fund may invest up to twelve and a half percent (12.5%) of its total market value in the securities of a single issuer for a period of up to three business days. The fund may not invest in the securities of more than one issuer under this provision at any time. In addition, no more than 10% of the total market value of the funds within the Pools may be invested in one money market mutual fund. All investments will be United States dollar denominated and marked to market daily.

Pursuant to the Investment Policy, the Treasurer will submit monthly, quarterly and annual reports (in compliance with Government Code Sections 53607, 53646, and 27134) to the Treasury Oversight Committee, the Pool participants, the Chief Executive Officer of the County, the Internal Audit Director of the County, the Auditor-Controller of the County and the Board of Supervisors. These reports will contain sufficient information to permit an informed outside reader to evaluate the performance of the investment program and will be in compliance with Government Code. In accordance with Governmental Accounting Standards Board ("GASB") Statements 31 and 40, the Treasurer will provide financial information on the treasury for the County's Comprehensive Annual Financial Report. The quarterly audit reports of the Treasury will be provided as required by Government Code Sections 26920 through 26923. Daily compliance of the investment portfolio shall be performed by the Treasurer's Compliance Division.

The County Pool is rated by Moody's, which has assigned the County Pool a rating of "Aaa/MR-1", the highest rating for safety, liquidity and market volatility.

Events in the structured investment vehicle sector have evolved over the course of the past year, and many of the structured investment vehicles have had, or are being considered for, rating actions or have had other actions occurred with respect to the manner in which the structured investment vehicles will be supported. On June 24, 2008, the Treasurer, under his authority, created a new investment fund (the "OC Extended Fund B") and directed The Bank of New York Mellon Trust Company, N.A., as Trustee, to segregate the County's holdings in Whistlejacket (NR/NP, NR/B2, \$62.1 million (book value); \$52.2 million (market value)) into OC Extended Fund B. Prior to the creation of OC Extended Fund B, Whistlejacket was allocated in the Extended Fund. Pursuant to the County Treasurer's direction, OC Extended Fund B is not a part of the Pools rated by Moody's. More information regarding the County's remaining structured investment vehicle is presented in the Treasurer's Monthly Report in the section "Changes in Eligible Credits," a copy of which may be viewed on the County Treasurer's website but such information is not incorporated herein by reference.

In the event that the Whistlejacket receivership leads to the County receiving less than the face value of the investment, losses will be allocated to all participants in OC Extended Fund B based upon the proportional ownership of participants in the Extended Fund prior to the transfer of the Whistlejacket holdings into OC Extended Fund B. Further, any gain or loss from the performance of OC Extended Fund B will not be allocated to participants who entered the County Pool and Educational Pool on or after June 25, 2008.

The receivers of Whistlejacket have announced that the company and the receivers have entered into a restructuring agreement and a portfolio sale agreement, each with Goldman Sachs International. The next stage is to complete the restructuring through the sale of the portfolio by competitive auction with a number of auction bidders, which the County expects to occur on or around April 29, 2009 with settlement shortly thereafter. Until the receiver determines the timing and final method of payment to senior creditors and the effect of those determinations (as well as possibly others) on the assets underlying the senior creditors' obligations, the County is unable to predict the likelihood, amount and timing of payment for Whistlejacket.

Pursuant to the Investment Policy, transactions with respect to structured notes (e.g. inverse floaters, leveraged floaters, structured certificates of deposit, equity-linked securities, event-linked securities, structured investment vehicles) are prohibited. The Investment Policy's prohibition includes all floating-rate, adjustable-rate or variable-rate securities in which a change in interest rates or other variables that can reasonably be foreseen to occur during their term would result in their market value not returning to par at the time of each interest rate adjustment.

The Participants have varying degrees of exposure, but the specific amount will not be known until a settlement is approved. As of _____, 2009, holdings with respect to the Whistlejacket structured investment vehicle include: [[INFORMATION TO BE UPDATED AS POSTING NEARS]. Such amounts comprise approximately ____% of the cash balance for each of the Participants. Any losses incurred with respect to the Whistlejacket bankruptcy would be applied proportionately to all of a school district's funds.

Composition of the Educational Pool

[INFORMATION TO BE UPDATED AS POSTING NEARS]

As of April 30, 2009, the market value of the Educational Pool (combined Educational Money Market Fund and the schools' share of the Extended Fund) was \$3,143,364,465. The diversification of the Educational Pool's assets at market value, as of such date, was U.S. Government Agencies (60.68%), commercial paper (7.20%), certificates of deposit (1.53%), medium-term notes (17.20%), municipal debt (2.18%) and money market funds (9.58%). As of April 30, 2009, the market value of the school moneys invested in the Educational Money Market Fund was \$1,787,863,217. In addition, as of April 30, 2009, the market value of school moneys invested in the Extended Fund was \$1,331,655,002. The market value of the Educational Pool's share of OC Extended Fund B is \$23,846,246. The weighted average maturity of all school investment pool moneys was 234 days. The current yield of the school investments in the Educational Pool at April 30, 2009, was 1.32%. In total, on a cost basis on such date, the County Treasurer had \$6,784,195,349 under investment in the Pools and various other separately managed investments. Moody's has assigned the ratings of "Aaa/MR-1" to the Educational Pool.

The Participants have not made an independent investigation of the investments in the Pools and have made no assessment of the current County Investment Policy. The value of the various investments in the Pools will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the County Treasurer, with the

consent of the Treasury Oversight Committee and the Board of Supervisors, may change the Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pools will not vary significantly from the values described herein.

Amendments to the County Investment Policy

There are proposed from time to time in the State Legislature other bills which could modify the currently authorized investments and place restrictions on the ability of public agencies, including the County, to invest in various securities. Therefore, there can be no assurances that the investments in the Pools will not vary significantly from the investments described herein or as authorized by Section 53601 of the California Government Code. **There can be no assurance that State law and/or and the Investment Policy Statement will not be amended in the future to allow for investments which are currently not permitted under such State law or the Investment Policy, or that the objectives of the County with respect to investments will not change.**

FINANCIAL INFORMATION REGARDING THE PARTICIPANTS

Appendix A hereto contains a general description of each Participant, including information regarding the respective Participants' employees, retirement programs and enrollment history and projections. Appendix A hereto, with respect to each Participant, contains tables of summaries of assessed value, recent audited results, actual and projected cash flow schedules and current budget information.

Financial Statements

General. The Participants' financial statements are prepared on a modified accrual basis of accounting in accordance with generally accepted accounting principles as set forth by the National Council on Governmental Accounting.

Funds and Accounting Groups used by the Participants are categorized as follows:

- | | |
|-------------------------|--------------------------------|
| <u>Government Funds</u> | <u>Fiduciary Funds</u> |
| General Funds | Trust and Agency Funds |
| Special Revenue Funds | |
| Debt Service Funds | <u>Accounting Groups</u> |
| Proprietary Funds | General Long Term Debt Account |
| Enterprise Funds | |
| Internal Service Funds | |

The general fund of each Participant, as shown in Appendix A, is a combined fund comprised of moneys which are unrestricted and available to finance the legally authorized activities of the Participant not otherwise financed by restricted funds and moneys which are restricted to specific types of programs or purposes. General fund revenues shown therein are derived from such sources as taxes, aid from other government agencies, charges for current services and other revenue.

The financial information included in Appendix A hereto present excerpts from each Participant's audited financial statements and do not purport to represent complete financial statements. The financial statements of each Participant have been audited by independent certified public accountants. Certain information included herein and in Appendix A, such as the general fund Cash Flow Analyses were prepared by each Participant's staff. The projected budgets and estimates and timing of receipts and

disbursements in such Cash Flow Analyses are based on certain assumptions and should not be construed as statements of fact. The Participants' audited financial statements for the year ended June 30, 2008 are, and the audited financial statements for the year ended June 30, 2009 will be, available from each Participant upon request at their respective addresses set forth in Appendix A.

Accounting for Other Post-Employment Benefits. On June 21, 2004, GASB adopted GASB Statement No. 45 (the "GASB 45 Statement"), which requires substantially different financial accounting of any post-employment benefits that are provided separately from a pension plan (such benefits are referred to herein as "OPEB"), such as post-employment healthcare. The affected benefits include the post-employment health care benefits paid by the Participants, if any. The GASB 45 Statement seeks to associate the costs of OPEB with the periods in which the employee services are rendered in exchange for OPEB. To the extent a Participant has OPEB, OPEB is accounted for by such Participants on a pay-as-you-go basis, which does not require the accrual of costs associated with OPEB that are attributable to current and past fiscal years. The core requirement of the GASB 45 Statement is that at least once every two years an actuarial analysis must be prepared with respect to projected benefits ("Plan Liabilities"); against this would be measured the actuarially determined value of the related assets (the "Plan Assets"). To the extent that Plan Liabilities exceeded Plan Assets, then similar to the actuarial and accounting practices for pension plan liabilities, the difference would be amortized over a period which could be up to thirty (30) years. The method of financial reporting for OPEB costs would be similar to financial reporting for pension plan normal costs and unfunded accrued actuarial liability.

The requirements that the GASB 45 Statement impose on the Participants only affect the Participants' financial statements and do not impose any requirements regarding the funding of any OPEB plans. Each of the Participants has commissioned and received an actuarial analysis with respect to its OPEB. See Appendix A for a description of each Participant's post-employment health care benefits set forth in accordance with the GASB 45 Statement.

Reports and Certifications

The Education Code of the State of California (Section 42133 *et seq.*) requires each school district to report and certify two times during the fiscal year whether it is able to meet its financial obligations for the remainder of such fiscal year and, based on current forecasts, for the subsequent two fiscal years. The first report covers the period ending October 31 and the second report covers the period ending January 31. Such certifications are based on the governing board's assessment based on standards and criteria for fiscal stability adopted by the State Board of Education and the State Superintendent of Public Instruction. Each certification is required to be classified as positive, qualified or negative on the basis of a review of the respective report against such criteria, but may include additional financial information known by the governing board to exist at the time of each certification. Such certifications are to be filed with the County Superintendent of Schools within forty-five (45) days after the close of the period being reported and, in the event of a negative or qualified certification, to the State Controller and the State Superintendent of Public Instruction. A negative certification is to be assigned to any school district that likely will be unable to meet its financial obligations for the remainder of the fiscal year or for which existing expenditure practices jeopardize the ability of the district to meet its multi-year financial commitments. Any school district or office of education that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next fiscal succeeding year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the County Superintendent of Schools determines that the district's repayment of indebtedness is probable.

On or before April 15, 2009, on the basis of second interim certifications filed in connection with the 2008-09 Fiscal Year, covenants made by certain Participants in connection with their respective

budget reports and the review of such certifications and report by the Orange County Superintendent of Schools, each Participant was certified as positive. [Currently, all Participants have a positive certification applicable to the 2008-09 Fiscal Year within the meaning of Section 42133 of the Education Code of the State.][Confirm] Copies of the reports and certifications of the Participants may be obtained upon request from such Participants at the addresses set forth in Appendix A.

Each Participant anticipates reconciling its finances for Fiscal Year 2008-09 prior to September 15, the deadline therefor pursuant to Section 42100(a) of the State Education Code, and filing its audited financial report for Fiscal Year 2008-09 by December 15, the deadline therefor pursuant to Section 41020(b) of the Education Code.

Major Revenues

The school district Participants' principal revenues consist of guaranteed State moneys, *ad valorem* property taxes and funds received from the State in the form of categorical aid under ongoing programs of local assistance. The majority of the funding that the school district Participants receive is determined by the State revenue limit formula. This apportionment formula, which is funded by State General Fund moneys and local property taxes, is allocated to the school districts based on the average daily attendance ("ADA") of the school districts for either the current or preceding school year. Generally, the State's apportionment will amount to the difference between the school district's revenue limit and its local property tax allocation. State revenue limit is based on an amount of support per pupil and revenue limit calculations are adjusted annually by a legislatively determined cost of living adjustment in accordance with a number of factors, primarily to provide cost of living increases and to equalize revenues among all California school districts of the same type (*i.e.* all unified school districts, all high school districts or all elementary school districts). The per-pupil amount is multiplied by the respective school district Participant's average daily attendance to determine the total revenue limit. All State aid is subject to the appropriation of funds in the State's annual budget. Decreases in State revenues may affect appropriations made by the legislature to the school district Participants. See "Financial Information Regarding the Participants – State Budget" herein.

Each Participant receives a portion of the local property taxes that are collected within its district boundaries. This amount is compared to the total revenue limit; the balance is received in the form of State aid. Therefore, the sum of the property taxes and State aid equal the district's revenue limit. In some districts the local tax collections exceed the total revenue limit. Current law in California allows these districts to keep the excess without penalty. Such districts therefore, receive the minimum amount of State aid and are known as "Basic Aid" districts. Legislatively determined annual cost of living adjustment and other factors are less significant in determining primary funding sources for such Basic Aid Districts. Rather, property tax growth and the local economy are more significant factors. Recent economic events including, among other things turmoil in the financial markets, increased rates of unemployment and increases in foreclosures, have depressed assessed values within the County have contributed to slowing in the rate of growth within the County from 11.37% in Fiscal Year 2006-07 to 8.3% in Fiscal Year 2007-08 to 3.8% in Fiscal Year 2008-09. The Fiscal Year 2008-09 rate of growth is the County's lowest rate of growth since Fiscal Year 1997-98. The County's budget for Fiscal Year 2008-09 (the "2008-09 County Budget") projects an increase by ___% of total property taxes revenues from Fiscal Year 2007-08. [Update.] The County based this projection on anticipated declines in unsecured property taxes, supplemental property taxes and the property transfer tax. Declines in the volume of home sales and prices may affect supplemental property tax revenues. Supplemental property taxes are assessed when there is an increase in the assessed valuation of property after the property tax bill for that year has been issued.

The County received supplemental property tax revenues of \$___ million in Fiscal Year 2007-08 as of June 30, 2008. As of _____, 2009, supplemental property tax revenues for Fiscal Year 2008-09 totaled \$___ million. Information concerning changes in property values, sales activity and assessed valuations is determined on a county-wide basis. Accordingly, an accurate assessment of the impact of such changes upon each Participant and other school districts within the County is not presently available.

A small part of a school district's budget is from local sources other than property taxes, such as interest income, donations or sales of property. The remainder of a school district's budget comes from categorical funds provided exclusively by the State and federal government. These funds are to be used for specific programs and typically cannot be used for any other purpose. The California lottery is another source of funding for school districts, providing approximately 3 percent of a school district's budget. Every school district receives the same amount of lottery funds per pupil from the State; however, these are not categorical funds as they are not for particular programs or children. The initiative authorizing the lottery does require the funds to be used for instructional purposes, and prohibits their use for facility construction purposes.[TO BE UPDATED PENDING RESULTS OF SPECIAL ELECTION]

The State revenue limit was first instituted in Fiscal Year 1973-74 to provide a mechanism to calculate the amount of general purpose revenue a school district is entitled to receive from State and local sources. Prior to Fiscal Year 1973-74, taxpayers in districts with low property values per pupil paid higher tax rates than taxpayers in districts with high property values per pupil. However, despite higher tax rates, less was spent per pupil in districts with low property values per pupil than districts with high property values per pupil. By disconnecting the amount of revenue to be spent per ADA from the tax rate needed to generate it, the State revenue limit helps to alleviate the inequities derived from varying property values among districts.

The State revenue limit is calculated three times a year for each school district. The first calculation is performed for the February 20th First Principal Apportionment, the second calculation for the June 25th Second Principal Apportionment, and the final calculation for the end of the year Annual Principal Apportionment. Calculations are reviewed by the appropriate County and submitted to the State Department of Education to review the calculations for accuracy, calculate the amount of State aid owed to such school districts and notify the State Controller of the amount, who then distributes the State aid. See "Financial Information Regarding the Participants- State Budgets" herein for a discussion of the deferrals of various principal apportionments included in the 2009 State Budget.

The calculation of the amount of State aid a school district is entitled to receive each year is basically a five-step process. First, the prior year State revenue limit per ADA is established, with recalculations as are necessary for adjustments for equalization or other factors. Second, the adjusted prior year State revenue limit per ADA is inflated according to formulas based on the implicit price deflator for government goods and services and the statewide average State revenue limit per ADA for the school districts. Third, the current year's State revenue limit per ADA for each school district is multiplied by such school district's ADA for either the current or prior year. Fourth, revenue limit add-ons are calculated for each school district if such school district qualified for the add-ons. Add-ons include the necessary small school district adjustments, meals for needy pupils and small school district transportation, and are added to the State revenue limit for each qualifying school district. Finally, local property tax revenues are deducted from the State revenue limit to arrive at the amount of State aid based on the State revenue limit each school district is entitled for the current year.

Ad Valorem Property Taxes

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion

of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a "floating lien date"). For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State assessed property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

The County levies a 1 percent property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of "situs" growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county-wide or less than city-wide special and school districts. In addition, the County levies and collects additional approved property taxes and assessments on behalf of any taxing agency within the County.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a ten percent penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus costs and redemption penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax defaulted property is subject to sale by the County Treasurer.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A ten percent penalty attaches to delinquent taxes on property on the unsecured roll and an additional penalty of one and one-half percent per month begins to accrue on November 1. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the taxpayer.

Teeter Plan

In 1949, the California Legislature enacted an alternative method for the distribution of secured property taxes to local agencies. This method, known as the Teeter Plan, is now set forth in Sections 4701-4717 of the California Revenue and Taxation Code. Upon adoption and implementation of this method by a county board of supervisors, local agencies for which the county acts as "bank" and certain other public agencies located in the county receive annually the full amount of their share of property taxes on the secured roll, including delinquent property taxes which have yet to be collected. While the county bears the risk of loss on delinquent taxes which go unpaid, it also benefits from the penalties associated with these delinquent taxes when they are paid. In turn, the Teeter Plan provides participating local agencies with stable cash flow and the elimination of collection risk. The constitutionality of the Teeter Plan was upheld in *Corrie v. County of Contra Costa*, 110 Cal. App. 2d 210 (1952).

The Board of Supervisors adopted the Teeter Plan with Resolution No. 93-745 on June 29, 1993. Pursuant to this resolution, the County's Teeter Plan includes assessments on the secured roll. As a consequence of an election by a county to be governed by the Teeter Plan, all local agencies which must "bank" with that county (*i.e.*, agencies which must deposit their funds with the treasurer of the county,

such as school districts) are automatically in the program. Each of the Participants is a participant in the County's Teeter Plan.

The County's Teeter Plan will remain in effect in perpetuity unless the Board of Supervisors orders its discontinuance or unless prior to the commencement of a fiscal year a petition for discontinuance is received and joined in by resolutions of the governing bodies of not less than two thirds of the participating districts in the County. The County may, however, opt to discontinue the Teeter Plan with respect to any levying agency in the County if the Board of Supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3 percent of the total of all taxes and assessments levied on the secured roll by that agency. The County has never discontinued the Teeter Plan with respect to any levying agency.

Federal Revenues

The federal government provides funding for several Participants' programs, including programs that benefit educationally disadvantaged students and students with limited English skills, and that provide other specialized services to students and administration.

Insurance

Each Participant maintains insurance or self-insurance in such amounts and with such retentions and other terms providing coverage for property damage, fire and theft, general public liability and worker's compensation with respect to its respective facilities, personnel and operations, as are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, each Participant believes that the recorded liabilities for its self-insured claims are adequate.

State Budget

Each Participant's largest revenue source is revenue limit income from the State. The following information concerning the State's budgets has been obtained from publicly available information which the Participants believe to be reliable; however, the Participants take no responsibility as to the accuracy or completeness thereof and have not independently verified such information. Information about the State budget is regularly available at various State-maintained websites. Text of the budget may be found at the Department of Finance website, www.dof.ca.gov, under the heading "California Budget." An analysis of the budget is posted by the Office of the Legislative Analyst (the "LAO") at www.lao.ca.gov. In addition, various State of California official statements, many of which contain a summary of the current and past State budgets, may be found at the website of the State Treasurer, www.treasurer.ca.gov. The information referred to is prepared by the respective State agency maintaining each website and not by the Participants, and the Participants can take no responsibility for the continued accuracy of the internet addresses or for the accuracy or timeliness of information posted there, and such information is not incorporated herein by these references.

State Budget for Fiscal Year 2008-09. On September 23, 2008, Governor Schwarzenegger signed into law the State Budget Act for Fiscal Year 2008-09 (the "Fiscal Year 2008-09 State Budget Act"). Due to significant negotiation and revision prior to its ultimate adoption, the Fiscal Year 2008-09 State Budget Act was adopted subsequent to the statutory deadline of June 30.

The Fiscal Year 2007-08 State Budget Act projected a State General Fund balance at the end of Fiscal Year 2007-08 of \$3.3 billion and a total reserve of \$4.1 billion. The Fiscal Year 2008-09 State

Budget Act projected ending Fiscal Year 2007–08 with a State General Fund balance of \$4.0 billion, of which \$885 million was reserved for the liquidation of encumbrances and \$3.1 billion was deposited in a reserve for economic uncertainties.

The Fiscal Year 2008-09 State Budget Act reported that the State General Fund began Fiscal Year 2008-09 with a balance of \$4.0 billion. The Fiscal Year 2008-09 State Budget Act projected State General Fund revenues and transfers for Fiscal Year 2008-09 of \$102.0 billion, a decrease of approximately 1.0% of the anticipated revenues and transfers for Fiscal Year 2007-2008, and State General Fund expenditures of \$103.4 billion, an increase of approximately 0.06% above the anticipated expenditures for Fiscal Year 2007-08. The Fiscal Year 2008-09 State Budget Act projects ending Fiscal Year 2008-09 with a State General Fund balance of \$2.6 billion, of which \$885 million was projected to be reserved for the liquidation of encumbrances and \$1.7 billion was projected to be deposited in a reserve for economic uncertainties.

The Governor’s economic forecasts for Fiscal Year 2008-09 reflected weaker economic performance throughout the country and the State. The Fiscal Year 2008-09 State Budget Act attempted to address a projected \$24.3 billion budget shortfall which was identified in the Governor’s May Revision to the Proposed 2008-09 Budget with a combination of cuts in expenditures and projections of increased revenues. The Fiscal Year 2008-09 State Budget Act included vetoes on behalf of the Governor in the amount of \$510 million of spending approved by the State Legislature. The Fiscal Year 2008-09 State Budget Act contained a proposal to increase the State’s Budget Stabilization Account (the “BSA”) from 5% of State General Fund expenditures to 12.5%. In addition, the Fiscal Year 2008-09 State Budget Act proposed an annual transfer to the BSA of 3% of the State General Fund and the elimination of the ability to suspend such annual transfers. During economic downturns, when the State Constitution permits funds to be drawn from the BSA, such transfers would not occur. Further, the State would only be permitted to transfer funds from the BSA if (1) actual revenues during such fiscal year are below a specified level and (2) funds transferred from the BSA to the State General Fund are appropriated in a stand-alone bill.

In addition, the Fiscal Year 2008-09 State Budget Act included the Governor’s proposal to set forth a ballot measure to modernize the State lottery and securitize future lottery proceeds. During a special session of the State Legislature in November 2008, the State Legislature agreed to place such proposal on the ballot for consideration by the voters. Beginning in Fiscal Year 2009-10, pending approval by the voters of such ballot measure, annual appropriations from the State General Fund would replace the allocation of lottery revenues to public education. The Fiscal Year 2008-09 State Budget Act projected that additional revenues would be used to pay down debt and fill a reserve fund in future years. Each of the entities currently receiving lottery funding would be provided funds from the State General Fund equal to the amount of lottery revenue such entity received in Fiscal Year 2008-09, adjusted each year by the change in average daily attendance or full time equivalent students, as applicable, and by the change in State per capita personal income.

The Fiscal Year 2008-09 State Budget Act contained the following major components relating to K-12 education funding:

1. Cost of Living Adjustments – The Fiscal Year 2008-09 State Budget Act included a \$244.3 million augmentation to provide a 0.68% COLA for school apportionments (\$239.8 million for school district revenue limits and \$4.5 million is for county office of education revenue limits). The Fiscal Year 2008-09 State Budget Act did not provide a COLA for categorical programs.
2. Property Tax Revenues – The Fiscal Year 2008-09 State Budget Act projected \$14.4 billion in property tax revenues for school districts and county offices of education in Fiscal Year 2008-09, an increase of \$1.0 billion from the estimated property tax revenues in Fiscal Year 2007-08.

Estimates of property tax revenues in Fiscal Year 2008-09 reflected the inclusion of redevelopment agency pass-through provisions enacted with the Fiscal Year 2008-09 State Budget Act.

3. **Property Tax Pass-Through Legislation** – Due to, among other things, a recent report by the State Controller’s Office stating that redevelopment agencies in the State have not been passing through the full amount of property tax increment revenues to local taxing jurisdictions, the Fiscal Year 2008-09 State Budget Act included legislation requiring redevelopment agencies to report all payments and obligations to local taxing jurisdictions from Fiscal Year 2003-04 through the current fiscal year for verification. Pursuant to such legislation, if approved, redevelopment agencies would be required to remit any outstanding obligations to local taxing jurisdictions; however, monies owed to school districts that offset State costs for apportionments would be deposited in the respective county’s ERAF. This legislation also requires a one-time shift of \$350 million from redevelopment agencies to the respective county’s Educational Revenue Augmentation Fund and estimates that the transfer will total \$98 million in Fiscal Year 2008-09.

4. **Williams Settlement** – The Fiscal Year 2008-09 State Budget Act provides a transfer in the amount of \$101 million to the Emergency Repair Account established under the *Williams* settlement agreement. Such transfer will bring total transfers authorized to fund school facility emergency repair projects pursuant to the *Williams* settlement agreement to \$392 million.

5. **Student and Teacher Longitudinal Data Systems** – The Fiscal Year 2008-09 State Budget Act includes \$25.4 million to support the development of the California Longitudinal Pupil Achievement Data System and related school information services programs. The Fiscal Year 2008-09 State Budget Act estimated that total funding for these programs since Fiscal Year 2006-07, including support for each district’s transition to the longitudinal system in the summer of 2010, would be \$78.7 million.

6. **Proposition 98 Settle-Up Payments** – The Fiscal Year 2008-09 State Budget Act included a deferment of \$150 million in settle-up payments that would have been appropriated to reduce outstanding costs incurred by school districts and community college districts for unfunded mandated programs. The Fiscal Year 2008-09 State Budget Act authorized \$402 million in settle-up funds to continue the Quality Education Investment Act of 2006, which funds are designated to reduce class sizes and improve teacher quality and training, and to improve counselor-to student ratios in low-performing high schools.

7. **State Teacher’s Retirement Plan** – The Fiscal Year 2008-09 State Budget Act included a package designed to increase benefits for retired teachers, which included: (i) an increase up to 85% non-vested purchasing power protection for participating teachers receiving payments from the Supplemental Benefit Maintenance Account; (ii) an annual State General Fund contribution to the Supplemental Benefit Maintenance Account of 2.5% of teacher payroll less \$66.4 million in Fiscal Year 2008-09, \$70 million in Fiscal Year 2009-10, \$71 million in Fiscal Year 2010-11 and \$72 million in each subsequent fiscal year; (iii) a shift from a lump sum payment on July 1 of each fiscal year to semi-annual payments on November 1 and April 1; (iv) payments of \$57 million for four fiscal years beginning in Fiscal Year 2009-10 to pay for interest accrued from a lawsuit in Fiscal Year 2007-08 concerning the State’s one-time reduction of payments to CalSTRS’ Supplemental Benefit Maintenance Account in Fiscal Year 2003-04; (v) an extended payroll reporting period to October 25 with the ability to amend the report until April 15 of each year; and (vi) an additional appropriation of up to \$3 million in Fiscal Year 2009-10 to account for payroll reporting errors in prior fiscal years.

8. **Immediate Intervention Underperforming Schools Program** – The Fiscal Year 2008-09 State Budget Act eliminated the \$6 million approved by the State Legislature that allocates funds to non-Title I Immediate Intervention Underperforming Schools Program school. Such schools include certain schools in the bottom half of the API rankings have not met API improvement targets set forth in the State Education Code and are still subject to State sanctions. In addition, operation staff of such schools may be assigned to work with an intervention team or receive additional assistance from the State.

9. Enrollment – The Fiscal Year 2008-09 State Budget Act included an increase of \$269 million for enrollment growth. This increase is funding due primarily to higher than estimated attendance and is reflected in school district revenue limits and community college apportionments.

State Budget for Fiscal Year 2009-10. On February 20, 2009, the Governor signed the 2009 State Budget Act (the “2009 State Budget Act”) to address a then-projected \$42 billion shortfall in revenues. The 2009 State Budget Act estimates Fiscal Year 2008-09 revenues and transfers of \$89.37 billion, total expenditures of \$94.09 billion and a year-end deficit of \$2.34 billion, which includes a \$2.37 billion prior-year State General Fund balance, a \$3.42 billion withdrawal from the reserve for economic uncertainties and an allocation of \$1.08 billion to the reserve for the liquidation of encumbrances. The 2009 State Budget Act projects Fiscal Year 2009-10 revenues and transfers of \$97.73 billion actual expenditures of \$92.21 billion and a year-end surplus of \$3.18 billion (net of the \$2.34 billion deficit from Fiscal Year 2008-09), of which \$1.08 billion will be reserved for the liquidation of encumbrances and \$2.10 billion will be deposited in a reserve for economic uncertainties.

Certain of the features of the 2009 State Budget Act affecting school districts include the following:

1. The 2009 State Budget Act reduces Fiscal Year 2008-09 Proposition 98 spending for school districts and community college districts to \$50.7 billion from the \$58.1 billion set forth in the 2008-09 Budget Act. The 2009 State Budget Act allocates \$54.9 billion to Proposition 98 funding for Fiscal Year 2009-10.

2. The 2009 State Budget Act includes reductions in Fiscal Year 2008-09 of \$2.4 billion from K-14 programs, which amount includes \$943.8 million from K-12 revenue limits, \$943.8 million from approximately fifty K-12 categorical programs, \$286.9 million from the elimination of the K-14 COLA and \$210 million from other various K-12 programs as compared to amounts set forth in the 2008-09 Budget Act. The 2009 State Budget Act includes additional reductions in Fiscal Year 2009-10 of \$267.5 million from revenue limits and \$267.5 million from categorical programs.

3. The 2009 State Budget Act defers until July 2009 approximately \$3.2 billion in K-14 principal apportionments of which \$2.3 billion will be allocated to K-12 programs, \$570 million to K-3 class size reduction and \$340 million to community colleges. In addition, the 2009 State Budget Act defers until October 2009 principal apportionments established for the months of July 2009 and August 2009 in the approximate amount of \$2.5 billion.

4. The 2009 State Budget Act eliminates the High Priority Schools program, which provides additional funding to low-performing schools in the State to improve academic performance. The elimination of the High Priority Schools program reduces amounts received by such schools in the aggregate amount of \$114.2 million.

5. The 2009 State Budget Act implements provisions to grant school districts increased flexibility with respect to the use of certain funds received from the State to shift funds to meet their highest priority needs in Fiscal Years 2008-09 through 2012-13 and reduces penalties associated with the K-3 Class Size Reduction program through 2011-12. These flexibility provisions will not apply to programs protected under federal law or programs that were approved pursuant to voter initiatives.

According to the Legislative Analyst’s Office (the “LAO”), the 2009-10 Budget Act relies in particular upon the passage of three measures appearing on the ballot at a special election held in May 2009 (the “Special Election”), which accounted for an aggregate \$5.8 billion in additional revenues to the State. None of these measures received the requisite voter approval. See “THE NOTES – State of California Finances – May Revision to the 2009-10 State Budget” below.

LAO Analysis of the 2009-10 Budget Act. On March 13, 2009, the LAO issued a report entitled “The Fiscal Outlook Under the February Budget Package” (the “LAO Fiscal Outlook”), which provides analysis by the LAO of the 2009-10 Budget Act. The LAO Fiscal Outlook is available on the LAO website at www.lao.ca.gov. Information on the website is not incorporated herein by reference.

According to the LAO Fiscal Outlook, the State’s economic and revenue outlook has deteriorated since the adoption of the 2009 State Budget Act. The LAO states that the State Legislature and the Governor should consider additional savings proposals, pursue broad based programmatic changes and maximize the use of any federal funds received to help balance the State budget in the current and future fiscal years. Also, the LAO notes that the 2009 State Budget Act relies upon the passage of certain ballot measures at the Special Election and the failure of such measures would require the development of additional budgetary solutions. According to the LAO, given the short-term nature of some of the budgetary strategies set forth in the 2009 State Budget Act, the State’s deficit will reappear in future years and grow from \$12.6 billion in Fiscal Year 2010-11 to \$26 billion in Fiscal Year 2013-14 absent corrective actions. Further, the LAO cautions that the State could experience recurring cash flow pressures in the coming months and years, which could be aggravated if credit markets remain strained and the State’s access to borrowing for cash flow purposes were restricted.

May Revision to the 2009-10 State Budget. On May 14, 2009, the Governor released the May Revision to the 2009-10 State Budget (together with the contingency proposals referenced therein, the “May Revision”). The May Revision projects a budget gap of \$21.3 billion through the remainder of Fiscal Year 2008-09 and Fiscal Year 2009-10 due to continued shortfalls in revenue collections and increased costs and the failure of five of the six budget-related propositions included in the Special Election, which the May Revision proposes to address through program reductions and additional borrowings. The May Revision estimates Fiscal Year 2008-09 revenues and transfers of \$85.95 billion, total expenditures of \$94.89 billion and a year-end deficit of \$3.63 billion, which includes a \$2.31 billion prior-year State General Fund balance, a \$4.71 billion withdrawal from the reserve for economic uncertainties and an allocation of \$1.08 billion to the reserve for the liquidation of encumbrances. The May Revision projects Fiscal Year 2009-10 revenues and transfers of \$92.22 billion, total expenditures of \$85.46 billion and a year-end surplus of \$3.13 billion (net of the \$2.63 billion deficit from Fiscal Year 2008-09), of which \$1.08 billion will be reserved for the liquidation of encumbrances and \$2.05 billion will be deposited in a reserve for economic uncertainties. The May Revision indicates that the State’s economic outlook includes negative growth for the current calendar year, followed by weak growth in calendar year 2010 and increased growth in calendar year 2011.

Features of the May Revision affecting K-12 school districts in general include the following:

1. The May Revision reduces Proposition 98 funding for Fiscal Year 2008-09 to \$49.1 billion from the \$50.7 billion set forth in the 2009 State Budget Act and reduces Proposition 98 funding for Fiscal Year 2009-10 to \$53.7 billion from the \$55.9 billion set forth in the 2009 State Budget Act. The May Revision projects that such reductions will be largely offset by \$3.3 billion in federal State Fiscal Stabilization Fund receipts and \$2.8 billion in other federal funding increases, which are being provided to schools through the Recovery and Reinvestment Act. In addition, the May Revision proposes a shift of 8% of city, county and special district property tax dollars to schools and community colleges, which is projected to provide a \$2.0 billion reduction in the Proposition 98 spending obligation from the State General Fund.

2. The May Revision proposes to eliminate funding for the High Priority Schools Program to reduce State expenditures of approximately \$114 million.

3. The May Revision proposes a reduction of \$1.3 billion in Fiscal Year 2008-09 in revenue limit apportionments to school districts and proposes a reduction of \$1.4 billion in Fiscal Year 2009-10 in revenue limit apportionments to school districts.

4. The May Revision proposes a deferral of \$1.7 billion in school district apportionment payments from Fiscal Year 2009-10 to Fiscal Year 2010-11.

5. The May Revision notes that, due to cash flow shortfalls, the State may move certain payments to K-12 school districts from the scheduled payment dates to a different date. The State may shift program payments to K-12 school districts from the beginning of July 2009 to the end of July 2009 and may shift a portion of the July 2009 and August 2009 payments to October 2009.

6. The May Revision proposes to change State law to give to school districts the option of reducing instructional time by the equivalent of up to 7.5 days a year for the next three years.

LAO May Overview of the May Revision. On May 21, 2009, the LAO released an analysis of the May Revision entitled Overview of the 2009-10 May Revision (the “LAO May Overview”). The LAO May Overview states that the economic and revenue forecasts and assessments of the State’s budgetary problems set forth in the May Revision are generally reasonable in light of the effects of the economic slowdown throughout the United States, but indicates that General Fund expenditures across Fiscal Year 2008-09 and Fiscal Year 2009-10 could exceed revenues by approximately \$3 billion more than the amount estimated in the May Revision.

The LAO May Overview states that the May Revision relies on a number of proposals that could result in a General Fund reserve at the end of Fiscal Year 2009-10 of \$2.1 billion, but that the largest proposals carry the largest risks. The LAO also notes that many of the proposals contained in the May Revision are one-time in nature and recommends that the State Legislature reduce its reliance on one-time measures, which could contribute to long-term negative effects for taxpayers and programs. The LAO May Overview sets forth several budget recommendations for the State Legislature, including eliminating certain duplicative, inefficient, ineffective or over-budgeted education programs, additional borrowing of transportation funds, increasing community college fees, reconsidering the dedication of certain VLF fees to local public safety programs, implementing additional user fees for government services, modifying the proposed property tax revenues borrowing to target specific agencies and reconsidering the use of revenue anticipation warrants for budget balancing and reserve building purposes, which, according to the LAO, sets a bad precedent and presents serious legal concerns. Further, the LAO recommended the Governor eliminate the deferral of expenditures to K-12 education programs and cautioned that sizeable deferrals in the future could make many districts more susceptible to becoming insolvent.

The LAO May Overview states that the State Legislature will face a significant challenge to address the projected budget deficit in Fiscal Year 2008-09 and projected revenue shortfalls in Fiscal Year 2009-10 and must pay particular attention to closing the State’s ongoing structural mismatch between revenues and spending for future years. The LAO May Overview reiterated that the State Legislature should look to the alternatives to balance the State’s finances on an ongoing basis while avoiding proposed solutions that do not prioritize program reductions, add additional borrowing or debt and lead to a diminution of the State Legislature’s authority.

Governor’s Update to the May Revision to the 2009-10 State Budget. On May 26, 2009, the Governor released an update to the May Revision (the “May Revision Update”). The May Revision Update projects a budget gap of \$3.1 billion through the remainder of Fiscal Year 2008-09 due to shortfalls in revenue collections and increased costs and the failure of five of the six budget-related propositions included in the Special Election. The May Revision Update estimates Fiscal Year 2008-09

revenues and transfers of \$85.95 billion, total expenditures of \$91.4 billion and a year-end deficit of \$3.15 billion, which includes a \$2.31 billion prior-year State General Fund balance and an allocation of \$1.08 billion to the reserve for the liquidation of encumbrances. The May Revision Update projects Fiscal Year 2009-10 revenues and transfers of \$92.22 billion, total expenditures of \$85.9 billion and a year-end surplus of \$3.17 billion (net of the \$3.15 billion deficit from Fiscal Year 2008-09), of which \$1.08 billion will be reserved for the liquidation of encumbrances and \$2.09 billion will be deposited in a reserve for economic uncertainties. The May Revision Update includes additional proposals to reduce General Fund spending in the amount of \$475 million during the remainder of Fiscal Year 2008-09 and \$5.09 billion during Fiscal Year 2009-10. The May Revision Update does not include proposals to reduce General Fund spending with respect to K-12 school districts. The May Revision Update is available on the website of the Department of Finance, www.dof.ca.gov. Information on the website is not incorporated herein by reference.

Developments Subsequent to the Adoption of the 2009 Budget Act. In April 2009, the United States Department of Education announced the allocation to the State of \$3.1 billion from the State Fiscal Stabilization Fund of the Recovery and Reinvestment Act. Of the total amount, approximately \$2.6 billion is expected to be allocated to K-12 schools and \$537 million is expected to be allocated toward the California State University and University of California systems. Such federal funds will be allocated to local education agencies by the State's Department of Education pursuant to an application process administered by the State Superintendent of Public Instruction. Receipt of funds is contingent upon the submission of an application, which includes assurances by the local education agency that it will, among other things, provide reports to the State regarding the use of funds, work with the State to advance the education reform areas identified in the State's application for federal funding and comply with all applicable accountability, transparency and reporting requirements. The State may apply for additional educational funding from the Recovery and Reinvestment Act in the fall of 2009.

LAO Analysis of Federal Economic Stimulus Package. On March 10, 2009, the LAO issued a report entitled "2009-10 Budget Analysis Series, Federal Economic Stimulus Package: Fiscal Effect on California" (the "LAO Economic Stimulus Report"), which provides an analysis by the LAO of the Recovery and Reinvestment Act and its fiscal effect on the State. The LAO Economic Stimulus Report is available on the LAO website at www.lao.ca.gov. Information on the website is not incorporated herein by reference.

The LAO projects that the State will receive approximately \$31 billion in federal funding to address budget deficits and to supplement existing State spending through Fiscal Year 2010-11. The LAO projects the State will receive Education Stabilization Funds in the approximate amounts of \$3.3 billion in Fiscal Year 2009-10 and \$1.6 billion in Fiscal Year 2010-11 to mitigate reductions to K-12 and higher education funding. Further, the LAO projects that the State will receive approximately \$3.1 billion for K-12 education, of which \$1.5 billion will be allocated to Title I programs, \$1.3 billion to services provided pursuant to the Individuals with Disabilities Education Act, \$220 million to the Child Care and Development Block Grant and \$71 million to classroom technology as part of the Enhancing Education Through Technology program. In addition, the LAO estimates that the State will receive from the Recovery and Reinvestment Act \$1.1 billion in Fiscal Year 2009-10 to be applied toward fiscal stabilization. In Fiscal Years 2009-10 and 2010-11, the LAO projects that the State will receive approximately \$10.4 billion in federal funding that may be used to offset expenditures from the State General Fund.

The LAO also notes that the State may receive additional federal funding through competitive grants included in the Recovery and Reinvestment Act. The LAO recommends that the State Legislature maximize the benefit received from such funds by offsetting expenditures from the State General Fund, dedicating limited-term federal assistance to limited-term State priorities, spreading out supplemental

federal funding for ongoing programs to minimize the new level of spending and acting expediently to ensure that the State receives the maximum amount of funding from the Recovery and Reinvestment Act.

Changes in State Budget; Future State Budgets. No prediction can be made by the Participants regarding the future budgets, as implemented by the adoption of appropriation bills, its effect on the Participants or the actions taken in the future by the State Legislature and the Governor to deal with changing State revenues and expenditures.

No prediction can be made by the Participants as to whether the State will encounter further budgetary problems in this or in any future fiscal years, and if it were to do so, it is not clear what measures would be taken by the State to balance its budget, as required by law. In addition, the Participants cannot predict the final outcome of future State budget negotiations, the impact that such budgets will have on its finances and operations or what actions will be taken in the future by the State Legislature and Governor to deal with changing State revenues and expenditures. Current and future State budgets will be affected by national and State economic conditions and other factors over which the Participants have no control.

Budgets of Participants

The fiscal year for all California school districts begins on the first day of July of each year and ends on the thirtieth day of June of the following year. On or before July 1 of each year, the governing board of each school district, including the Participants, is required to file an adopted budget with the County Superintendent of Schools. On or before August 15, the County Superintendent of Schools is required to examine and approve or disapprove the adopted budgets. If disapproved, then on or before September 8 such school districts and the County Superintendent of Schools must make certain revisions to the budgets, adopt the revised budgets and file the revised budgets with the County Superintendent of Schools.

In the event the revised budget of a school district is disapproved, the County Superintendent of Schools is empowered by law to oversee the management of such school district for that fiscal year, with the authority to monitor and review the operation of such district, to develop and adopt a fiscal plan and budget for such district and to stay and rescind actions that are inconsistent with that budget.

The governing board of each school district must certify to the County Department of Education, and the county superintendent must certify to the County Board of Education and the State, whether or not such school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year. The certifications shall be classified as positive, qualified or negative. A positive certification is to be assigned to any school district that is projected to meet its financial obligations for the current fiscal year and subsequent two fiscal years, a qualified certification is to be assigned to any school district that is not projected to meet its financial obligations for the current fiscal year or subsequent two fiscal years and a negative certification is to be assigned to any school district that likely will be unable to meet its financial obligations subject to certain qualifications for the remainder of the fiscal year or the subsequent fiscal year. If a county office of education receives a positive certification when it determines a negative or qualified certification should have been filed with respect to a school district, the County Superintendent of Schools shall change the certification to qualified or negative, as appropriate.

The Participants are required by provisions of the California Education Code to maintain a balanced budget each year, where the sum of expenditures plus the ending fund balance cannot exceed the revenues plus the carry-over fund balance from the previous year. The California State Department of Education imposes a uniform budgeting format for each school district in the State.

Except as otherwise stated in Appendix A, the Participants have assumed funding from the State as set forth in the [2009 Budget Act/May Revision], including the appropriations therein provided for local assistance. Based upon such assumptions and other information provided by the State to the Participants, each of the Participants believes that their aggregate revenue estimates of moneys to be received from the State for Fiscal Year 2009-10 are reasonable. Other fiscal data, as set forth in Appendix A, are subject to further revision throughout the fiscal year.

IRS Audit of Prior Notes

In 2008, Capistrano Unified School District's \$32,000,000 2006-07 Tax and Revenue Anticipation Note, Series A (the "2006 TRAN"), which was issued through the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program Note Participations, Series 2006A (the "Series 2006 Note Participations"), was audited by the Internal Revenue Service (the "Service") as part of a project initiative involving working capital financings (*i.e.*, tax and revenue anticipation notes or "TRANs"). The Series 2006 Note Participations evidenced and represented proportionate and undivided interests in (i) the several 2006-07 Tax and Revenue Anticipation Notes (collectively, the "2006 Notes") issued by certain school districts located in the County (the "2006 Participants") and (ii) the debt service payments on the 2006 Notes made by the 2006 Participants. Capistrano Unified School District's 2006 TRAN and the 2006 Note Participations matured and were paid in full on June 29, 2007. The Service concluded its audit investigation with no demand for payment and no change to the tax status of the Capistrano Unified School District's 2006 TRAN.

In 2001, Capistrano Unified School District's 1999-2000 Tax and Revenue Anticipation Note, Series A (the "1999 TRAN"), which was issued through the South Coast Local Education Agency's Pooled Tax and Revenue Anticipation Note Program Note Participations, Series 1999A (the "Series 1999 Note Participations"), was audited by the Service as part of the Service's then project initiative involving TRANs. In that instance, the notes of other participants in the Note Program for the Series 1999 Note Participations were simultaneously audited. While certain of the participants in the Note Program for the Series 1999 Note Participations concluded their audit with payments to the Service in settlement, the Service concluded its audit investigation with no demand for payment and no change to the tax status of Capistrano Unified School District's 1999 TRAN.

LIMITATIONS ON REMEDIES

The source of repayment of the Note Participations is debt service payments on the respective Notes. A Participant is liable on its Note (even in the event that such Note becomes a Defaulted Note) only to the extent of its available revenues attributable to Fiscal Year 2009-10. If such available revenues are not sufficient to pay its Note or Defaulted Note, as the case may be, such Participant is not obligated to pay such Note or Defaulted Note from any other sources (including subsequent fiscal years' revenues). The obligation of a Participant to make payments on or in respect to its Note is a several and not a joint obligation and is strictly limited to such Participant's repayment obligation under its Note Resolution and its Note.

The rights of the Owners of the Note Participations are subject to certain limitations in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Additionally, enforceability of the rights and remedies of the Owners of the Note Participations, and the obligations incurred by the Participants, respectively, may become subject to the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, and the reasonable and

necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings or the exercise of powers by the federal or State government, if initiated, could subject the Owners of the Note Participations to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

On January 24, 1996, the United States Bankruptcy Court for the Central District of California held in the case of *County of Orange v. Merrill Lynch* that a State statute providing for a priority of distribution of property held in trust conflicted with, and was preempted by, federal bankruptcy law. In that case, the court addressed the priority of the disposition of moneys held in a county investment pool upon bankruptcy of the county, but was not required to directly address the State statute that provides for the lien in favor of holders of tax and revenue anticipation notes. The County, on behalf of the Participants, holds taxes and other revenues that will be set aside and pledged to repay the Notes evidenced by the Note Participations and, following payment of these funds to the Trustee, these funds will be invested in the name of the Trustee for a period of time in the Educational Investment Pool. In the event of a petition for the adjustment of debts of any of the Participants under Chapter 9 of the federal bankruptcy code, a court might hold that the Owners of the Notes evidenced by the Note Participations do not have a valid and/or prior lien on the Pledged Revenues where such amounts are deposited in the Educational Pool and may not provide the Owners of the Notes evidenced by the Note Participations with a priority interest in such amounts. In that circumstance, unless the Owners could “trace” the funds from the Repayment Fund that have been deposited in the Educational Investment Pool, the Owners would be unsecured (rather than secured) creditors of the Participants. There can be no assurance that the Owners could successfully so “trace” the pledged taxes and other revenues.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Participants, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Notes represented by the Note Participations is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”) and is exempt from State of California personal income taxes. The amount treated as interest on the Notes represented by the Note Participations and excluded from gross income may depend upon the taxpayer’s election under Internal Revenue Service Notice 94-84. Bond Counsel is of the further opinion that interest on the Notes represented by the Note Participations is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes nor is it included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix E hereto.

Notice 94-84, 1994-2 C.B. 559, states that the Internal Revenue Service (the “IRS”) is studying whether the amount of the payment at maturity on short-term debt obligations such as the Note Participations (i.e., debt obligations with a stated fixed rate of interest which mature not more than one year from the date of issue) that is excluded from gross income for federal income tax purposes is (i) the stated interest payable at maturity or (ii) the difference between the issue price of the short-term debt obligations and the aggregate amount to be paid at maturity of the short-term debt obligations (the “original issue discount”). The Note Participations may be issued as short-term debt obligations. For this purpose, the issue price of the short-term debt obligations is the first price at which a substantial amount of the short-term debt obligations is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). Until the IRS provides further guidance with respect to tax-exempt short-term debt obligations, taxpayers may treat

either the stated interest payable at maturity or the original issue discount as interest that is excluded from gross income for federal income tax purposes. However, taxpayers must treat the amount to be paid at maturity on all tax-exempt short-term debt obligations in a consistent manner. Taxpayers should consult their own tax advisors with respect to the tax consequences of ownership of the Note Participations if the Note Participations are issued as short-term debt obligations and if the taxpayer elects original issue discount treatment.

Note Participations purchased, whether at original issuance or otherwise, for an amount higher than their principal amount on the Notes represented by such Note Participations payable at maturity (the "Premium Notes") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable premium in the case of obligations, like the Premium Notes, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium Note, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Notes should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Notes represented by the Note Participations. The Participants have made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Notes represented by the Note Participations will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Notes represented by the Note Participations being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Note Participations. The opinion of Bond Counsel with respect to the Note Participations assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Note Participations may adversely affect the value of the Note Participations, or the tax status of interest on, the Notes represented by the Note Participations. Accordingly, the opinion of Bond Counsel with respect to the Note Participations is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

One of the covenants of the Participants referred to above requires each Participant that does not qualify as a "small governmental issuer" under the Code to reasonably and prudently calculate the amount, if any, of excess investment earnings on the proceeds of the Note Participations which must be rebated to the United States, to set aside from lawfully available sources sufficient moneys to pay such amounts and to otherwise do all things necessary and within its power and authority to assure that interest on the Notes represented by the Note Participations is excluded from gross income for federal income tax purposes. Under the Code, if each Series Participant spends 100 percent of its pro rata share of the proceeds of the Note Participations within six months after initial delivery, there is no requirement that there be a rebate of investment profits in order for interest on the Notes represented by the Note Participations to be excluded from gross income for federal income tax purposes. The Code also provides that such proceeds are not deemed spent until all other available moneys (less a reasonable working capital reserve) are spent. The Participants expect to satisfy this expenditure test or, if they fail to do so, to make any required rebate payment from moneys received or accrued during Fiscal Year 2009-10. To the extent that any rebate cannot be paid from such moneys, the law of California is unclear as to whether such covenant would require the Participants to pay any such rebate. This would be an issue only if it were determined that the Participants' calculations of expenditures of Notes proceeds or of rebatable arbitrage profits, if any, were incorrect.

Although Bond Counsel is of the opinion that interest on the Notes represented by the Note Participations is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of such interest on, the Note Participations may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Notes represented by the Note Participations to be subject, directly or indirectly, to federal income taxation, or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Note Participations. Prospective purchasers of the Note Participations should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Note Participations for federal income tax purposes. It is not binding on the IRS or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Participants, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Participants have covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Note Participations ends with the issuance of the Note Participations, and, unless separately engaged, Bond Counsel is not obligated to defend the Participants or the Beneficial Owners regarding the tax-exempt status of the Note Participations in the event of an audit examination by the IRS. Under current procedures, parties other than the Participants and their appointed counsels, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Participants legitimately disagree may not be practicable. Any action of the IRS, including but not limited to selection of the Note Participations for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Note Participations, and may cause the Participants or the Beneficial Owners to incur significant expense.

LITIGATION

There is no litigation now pending or to the knowledge of the respective Participants threatened (i) to restrain or enjoin the issuance or sale of the Notes or the execution and delivery of the Note Participations; (ii) questioning or affecting the validity of the Notes or the Note Participations or the Note Resolutions; or (iii) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution or delivery of the Notes or the Note Participations.[Confirm.]

There are a number of lawsuits and claims pending against certain of the Participants. The aggregate amount of uninsured liabilities of the Participants, respectively, which may result from such suits and claims, as determined by any respective Participant, will not, in the opinion of any Participant (as to its own uninsured liabilities only), materially affect the Participant's respective finances or impair

their respective abilities to pay amounts sufficient to pay principal of and interest on the Notes as evidenced and represented by the Note Participations.

RATINGS

The Note Participations have been assigned a rating of “_____” by Moody’s on the basis of assignment of a rating of “_____” on each Participant’s respective Note. The ratings on the Note Participations and each Participant’s respective Note reflect only the views of Moody’s and the Participants make no representation as to the appropriateness of such ratings. An explanation of the significance of such rating may be obtained from Moody’s Investors Service, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. Further, there is no assurance that such rating will continue for any given period of time or that it will not be revised or withdrawn entirely if, in the sole judgment of such rating agency, circumstances so warrant. Any downward revision or withdrawal of the rating may have an adverse effect on the trading value and the market price of the Note Participations.

LEGAL MATTERS

The validity of the Note Participations and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Bond Counsel to the Participants. A complete copy of the proposed forms of Bond Counsel opinion are contained in Appendix D hereto and will accompany the Note Participations. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the Participants by Hawkins Delafield & Wood LLP, Los Angeles, California, Disclosure Counsel to the Participants. Payment of the fees and expenses of Bond Counsel and Disclosure Counsel are contingent upon the sale and delivery of the Note Participations.

UNDERWRITING

_____ (the “Underwriter”) has purchased the Note Participations from the Participants at a competitive sale at a purchase price of \$_____ (representing the principal amount of the Note Participations, plus a premium of \$_____). The initial public offering price may be changed from time to time by the Underwriter. The Underwriter may offer and sell the Note Participations to certain dealers and others at prices lower than the initial offering price.

FINANCIAL ADVISOR

The Participants have retained Tamalpais Advisors, Inc., Sausalito, California, as Financial Advisor (the “Financial Advisor”) in connection with the execution and delivery of the Note Participations and certain other financial matters. The Financial Advisor is not obligated to undertake, and has not undertaken to make an independent verification of the accuracy, completeness or fairness of the information contained in this Official Statement. The Financial Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other negotiable instruments. Payment of the fees and expenses of the Financial Advisor is contingent upon the sale and delivery of the Note Participations.

CONTINUING DISCLOSURE

Pursuant to the Trust Agreement, the Participants have agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board (the “Repository”), if any, in a timely manner notice of the

following “Listed Events” with respect to such Participant’s Note and the Note Participations if determined by the Participant to be applicable and material: (1) principal and interest payment delinquencies; (2) non-payment related defaults; (3) modification to the rights of the Owners; (4) contingent or unscheduled redemption of any Notes or Note Participations; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events adversely affecting the tax-exempt status of the Notes or the Note Participations; (8) unscheduled draws on any debt service reserves reflecting financial difficulties; and (9) any release, substitution or sale of property securing repayment of the Notes or Note Participations. These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5). There are currently no debt service reserves, credit enhancements or liquidity providers in place with respect to the payment of principal of and interest on the Notes, and the Notes are not subject to prepayment prior to maturity in accordance with their terms.

Except as discussed below, the Participants have never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events. [Confirm]

The undertakings regarding material event disclosure set forth in the Trust Agreement may be amended, and any provision thereof may be waived, by written agreement of the parties thereto, without the consent of the Owners of the Note Participations (except to the extent required under clause (3)(ii) below), if all of the following conditions are satisfied: (1) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law, or a change in the identity, nature or status of the Participants or the type of business conducted thereby; (2) the undertakings therein as so amended or waived would, in the opinion of nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Participants and the Trustee, have complied with the requirements of Rule 15c2-12 (the “Rule”) at the time of the primary offering of the Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (3) the proposed amendment or waiver either (i) is approved by the Owners in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of the Owners, or (ii) does not, in the opinion of the nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Participants and the Trustee, materially impair the interests of the owners of Note Participations; and (4) the Participants shall have delivered copies of such opinion and amendment to each Repository.

The Participants’ obligations under the Trust Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Notes and the Note Participations. The undertakings in the Trust Agreement relating to continuing disclosure shall inure solely to the benefit of the Participants, the Trustee, in its capacity as the Dissemination Agent, the Underwriter and the Owners and Beneficial Owners, from time to time of the Note Participations, and shall create no rights in any other person or entity.

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the Participants and the purchasers or Owners of any of the Note Participations. This Official Statement speaks only as of its date, and the information contained herein is subject to change. Neither the County nor the Participants have entered into any contractual arrangement to provide information on a continuing basis to investors or any other party. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in affairs in the Participants since the date hereof.

The delivery of this Official Statement has been duly authorized by the governing board of each Participant.

APPENDIX A
THE PARTICIPANTS

ANAHEIM UNION HIGH SCHOOL DISTRICT

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the Anaheim Union High School District (the "District"). Additional information concerning the District and copies of the most recent and subsequent audited financial reports of the District may be obtained by contacting:

Anaheim Union High School District
501 Crescent Way
Anaheim, California 92803
Attention: Controller

Service Area

The District, established in 1898, currently operates 8 junior high schools, 8 high schools, 1 seventh to twelfth grade academy, 1 special education facility and alternative education and adult education programs. [Encompassing approximately 46 square miles, the District includes portions of the Cities of Anaheim, Buena Park, Cypress, [Fullerton,] Garden Grove, all of the City of La Palma, portions of the Cities of Los Alamitos, Orange and Stanton, and certain unincorporated areas within the County of Orange].

Organization and Employees

The District is governed by a five-member Board of Trustees, whose members are elected at-large to four-year terms in alternate slates of three and two members each. The District employs [1,670] full-time equivalent certificated professionals and [1,100] full-time equivalent classified professionals. The pupil-teacher ratio averages approximately [30 to 1] for junior high schools and [31 to 1] for high schools.

The District's collective bargaining units are the California School Employees Association ("CSEA"), which represents all instructional and office classified personnel, the American Federation of State, County and Municipal Employees ("AFSCME"), which represents other classified personnel such as maintenance, operations and transportation, the Anaheim Personnel and Guidance Association ("APGA"), which represents counseling personnel, and the Anaheim Secondary Teachers Association ("ASTA"), which represents all teaching certificated personnel. The current contract for AFSCME expired on June 30, 2008 and is currently under negotiation. The contracts for APGA, ASTA and CSEA expire on August 31, 2009, September 4, 2009 and June 30, 2011, respectively.

Pension Programs

The District participates in the State of California Teachers' Retirement System ("STRS"), which as of June 30, 2007 had an unfunded accrued actuarial liability of \$20.7 billion for the fiscal year ended June 30, 2008 (reflecting an increase of \$11 million since the valuation as of June 30, 2006) and a funded ratio of 88%. Generally, this plan covers all full-time certificated employees. The District's contribution to STRS for Fiscal Year 2007-08 was \$12,056,315. The District expects to make a contribution of \$11,347,772 to STRS in Fiscal Year 2008-09 and \$_____ in Fiscal Year 2009-10. The District also participates in the State of California Public Employees' Retirement System ("PERS"), which covers all classified personnel who are employed four or more hours per day. The District's participation in PERS is funded each Fiscal Year through District appropriations. Annual excess earnings, recognized market gains and losses and earnings shortfalls in the PERS portfolio attributable to school districts and offices of education result in changes in the districts' contribution to PERS. A corresponding adjustment is made in

the revenue limit calculation, such that the District experiences an offset reduction in the revenue limit allocated to it by the State, but only if recognized excess earnings are available. PERS recently adopted a policy to stabilize districts' contributions to PERS by, among other things, limiting the extent by which districts' contribution rates may vary from year to year. The District contributed \$5,063,217 to PERS in Fiscal Year 2007-08 and expects to contribute \$4,470,588 to PERS in Fiscal Year 2008-09. The District currently expects that in Fiscal Year 2009-10 it will be required to make an employer contribution to PERS of \$_____.

Post-Employment Healthcare

The District provides certain post-employment health care benefits (“OPEB”) in addition to the retirement payments described above (see “-Pension Programs”) to eligible District retirees, which benefits include a medical, dental and vision coverage plan. The District paid \$2,140,102 in OPEB during Fiscal Year 2007-08. The District is required to comply with the requirements of GASB Statement 45 (as defined in the forepart of this Official Statement) beginning with Fiscal Year 2007-08. See “-Financing Statements - Accounting for Other Post Employment Benefits” of the forepart of this Official Statement. Based on an actuarial report commissioned by the District dated as of July 1, 2008, the District had an unfunded accrued actuarial liability of OPEB of \$34,666,336 for the year beginning July 1, 2008, and has an estimated “pay-as-you-go” cost of \$2,055,550 for the year beginning July 1, 2008 and \$2,136,297 for the year beginning July 1, 2009. According to the actuarial report, the annual required contribution with respect to the District’s OPEB for the year beginning July 1, 2008 is \$4,081,289. The District’s accrued actuarial liability and annual required contribution valuations were determined using a “projected unit credit” cost method.

Outstanding Debt

As of June 30, 2009, the District has outstanding \$_____ general obligation bonds payable from *ad valorem* taxes and \$_____ aggregate principal amount in outstanding certificates of participation. The District has approximately \$_____ in other long-term obligations payable from the District’s general fund. The District is current on all of its obligations.

Attendance History and Projection

Average daily attendance figures (second period) for the District for the past five Fiscal Years and projections for Fiscal Year 2008-09 are shown below:

<u>Fiscal Year</u>	<u>Average Daily Attendance</u>
2003-04	30,860
2004-05	30,975
2005-06	31,003
2006-07	31,166
2007-08	31,582
2008-09	31,550 ⁽¹⁾

Source: Orange County Department of Education.
⁽¹⁾ Projected.

Sources of Alternate Liquidity

The District has moneys in certain accounts, some of which are restricted for certain uses but from which it can borrow on a temporary basis. Such moneys can be used, in part, as an alternative source of liquidity for the payment of District obligations including repayment of its 2009-10 Tax and Revenue Anticipation Note. See Appendix C - "Coverage Estimates" attached to this Official Statement.

Summary of Assessed Value

The following table sets forth the District's assessed valuation for Fiscal Years 2004-05 through 2008-09.

**ANAHEIM UNION HIGH SCHOOL DISTRICT
SUMMARY OF ASSESSED VALUE**

<u>Fiscal Year</u>	<u>Assessed Value</u> ⁽¹⁾
2004-05	\$24,968,896,304
2005-06	27,086,537,247
2006-07	31,092,695,059
2007-08	32,442,574,173
2008-09	33,570,306,497

Source: County of Orange Auditor-Controller.

⁽¹⁾ Before deduction of redevelopment increment.

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CASH FLOWS**

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CASH FLOWS**

**ANAHEIM UNION HIGH SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
GENERAL FUND BALANCES FOR FISCAL YEARS ENDED
JUNE 30, 2007 AND 2008⁽¹⁾**

	General Fund 2006-07 <u>Audited</u>	General Fund 2007-08 <u>Audited</u>
Revenues:		
Revenue Limit Sources	\$206,399,994	\$213,397,598
Federal Revenues	26,436,195	25,866,046
Other State Revenues	69,947,806	73,803,718
Other Local Revenues	<u>6,283,291</u>	<u>5,848,587</u>
Total Revenues	<u>\$309,067,286</u>	<u>\$318,915,949</u>
Expenditures:		
Instruction	\$175,995,983	\$188,466,130
Instruction-Related Activities:		
Supervision of Instruction	5,500,905	5,888,540
Instructional, Library, Media and Technology	2,865,386	2,532,262
School Site Administration	19,102,986	20,434,353
Pupil Services:		
Home-to-School Transportation	5,889,806	6,383,173
Food Services	--	--
All Other Pupil Services	16,669,371	18,071,205
General Administration:		
Data Processing	2,013,604	2,706,980
All Other General Administration	11,631,809	9,564,089
Plant Services	27,235,955	28,791,541
Facility Acquisition and Construction	--	880,277
Ancillary Services	3,468,041	5,191,423
Community Services	788,137	821,478
Other Outgo	27,197,744	27,776,143
Debt Service:		
Principal	11,158	11,686
Interest and Other	<u>1,081</u>	<u>553</u>
Total Expenditures	<u>\$298,371,966</u>	<u>\$317,519,833</u>
Excess (Deficiency) of Revenues over Expenditures	\$ 10,695,320	\$ 1,396,116
Other Financing Sources (Uses)	\$ (4,213,739)	\$ (3,792,950)
Net Change in Fund Balances	\$ 6,481,581	\$ (2,396,834)
Fund Balance - Beginning of Year	\$ 25,576,651	\$ 32,058,232
Fund Balance - End of Year	\$ 32,058,232	\$ 29,661,398

⁽¹⁾ This statement is a summary statement only. The complete audited financial statements of the District, including the notes to the audited financial statements, are an integral part of this statement. The complete audited financial statements of the District can be obtained by written request to the District at the address set forth on page A-1 hereof

**ANAHEIM UNION HIGH SCHOOL DISTRICT
SUMMARY OF 2008-09 BUDGET FOR DISTRICT GENERAL FUND⁽¹⁾**

	General Fund 2008-09 <u>Approved Budget</u>	General Fund 2008-09 <u>Actual/Estimated⁽²⁾</u>
Revenues:		
Revenue Limit Sources	\$213,785,361	\$207,983,131
Federal Revenues	25,860,840	26,199,389
Other State Revenues	63,548,947	61,628,615
Other Local Revenues	<u>5,753,644</u>	<u>4,916,041</u>
Total Revenues	<u>\$308,748,792</u>	<u>\$300,727,176</u>
Expenditures:		
Certificated Salaries	\$139,265,005	\$139,739,914
Classified Salaries	48,744,634	48,152,524
Employee Benefits	58,431,225	58,501,470
Books and Supplies	33,787,971	15,514,178
Services, Other Operating Expenses	17,536,672	17,753,533
Capital Outlay	3,136,418	3,036,685
Other Outgo (Excluding Transfers of Indirect Costs)	26,540,517	25,944,035
Other Outgo - Transfers of Indirect Costs	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$327,442,442</u>	<u>\$308,642,319</u>
Excess (Deficiency) of Revenues Over (Under)		
Expenditures Before Other Financing		
Sources and Uses	\$ (18,693,550)	\$ (7,915,143)
Other Financing Sources (Uses)	\$ (2,803,846)	\$ (1,162,193)
Net Increase (Decrease) in Fund Balance	\$ (21,297,496)	\$ (9,077,335)
Fund Balance - Beginning of Year (adjusted)	\$ 29,661,398	\$ 29,661,398
Fund Balance - End of Year	\$ 8,363,902	\$ 20,584,062

⁽¹⁾ This statement is a summary statement of restricted and unrestricted amounts in the general fund only.

⁽²⁾ Actual figures are used for the period from July 1, 2008 through January 31, 2009. The balance of the Fiscal Year is estimated.

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BREA OLINDA UNIFIED SCHOOL DISTRICT

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the Brea Olinda Unified School District (the "District"). Additional information concerning the District and copies of the most recent and subsequent audited financial reports of the District may be obtained by contacting:

Brea Olinda Unified School District
1 Civic Center Circle, Level 11
Brea, California 92821
Attention: Assistant Superintendent, Business

Service Area

The District, established in 1966, currently operates [6] elementary schools, [1] junior high school, [1] comprehensive high school and [1] alternative high school]. Encompassing approximately 20.5 square miles, the District includes portions of the Cities of _____, [and certain unincorporated areas within the County of Orange].

Organization and Employees

The District is governed by a seven-member Board of Education, whose members are elected at-large to ____-year terms [in alternate slates of ___ and ___ members each]. The District employs ____ full-time equivalent certificated professionals and ____ full-time equivalent classified professionals. The pupil-teacher ratio averages approximately [__ to 1].

The District's collective bargaining units are the _____, [which represents the majority of classified personnel], _____, [which represents all certificated personnel], and _____. The contracts with ____, ____ and ____ expire on _____, _____, and _____, respectively.

Pension Programs

The District participates in the State of California Teachers' Retirement System ("STRS"), which as of June 30, 2007 had an unfunded accrued actuarial liability of \$20.7 billion for the fiscal year ended June 30, 2008 (reflecting a decrease of \$11 million since the valuation as of June 30, 2006) and a funded ratio of 88%. Generally, this plan covers all full-time certificated employees. The District's contribution to STRS for Fiscal Year 2007-08 was \$1,892,560. The District expects to make a contribution of \$1,922,128 to STRS in Fiscal Year 2008-09 and \$_____ in Fiscal Year 2009-10. The District also participates in the State of California Public Employees' Retirement System ("PERS"), which covers all classified personnel who are employed four or more hours per day. The District's participation in PERS is funded each Fiscal Year through District appropriations. Annual excess earnings, recognized market gains and losses and earnings shortfalls in the PERS portfolio attributable to school districts and offices of education result in changes in the districts' contribution to PERS. A corresponding adjustment is made in the revenue limit calculation, such that the District experiences an offset reduction in the revenue limit allocated to it by the State, but only if recognized excess earnings are available. PERS recently adopted a policy to stabilize districts' contributions to PERS by, among other things, limiting the extent by which districts' contribution rates may vary from year to year. The District contributed \$612,838 to PERS in Fiscal Year 2007-08 and expects to contribute \$555,687 to PERS in Fiscal Year 2008-09. The District currently expects that in Fiscal Year 2008-09 it will be required to make an employer contribution to PERS of \$_____. The District also participates in the Public Agency Retirement System ("PARS"), which covers employees who are not members of STRS or PERS. The District's contribution

to PARS for Fiscal Year 2007-08 was \$94,500. The District expects to contribute \$_____ and \$_____ to PARS for Fiscal Years 2008-09 and 2009-10, respectively.

Post-Employment Healthcare

The District provides certain post-employment health care benefits (“OPEB”) in addition to the retirement payments described above (see “-Pension Programs”) to eligible District retirees, which benefits include a medical coverage plan. As of June 30, 2008, 37 District retirees were eligible for OPEB under this plan. The District paid \$82,148 in OPEB during Fiscal Year 2007-08. The District is required to comply with the requirements of GASB Statement 45 (as defined in the forepart of this Official Statement) beginning with Fiscal Year 2008-09. See “-Financing Statements - Accounting for Other Post Employment Benefits” of the forepart of this Official Statement. Based on an actuarial report commissioned by the District dated as of _____, the District had an unfunded accrued actuarial liability of OPEB of \$_____ for the year beginning _____, and has an estimated “pay-as-you-go” cost of \$_____ for the year beginning June 1, 2008 and \$_____ for the year beginning _____. According to the actuarial report, the annual required contribution with respect to the District’s OPEB for the year beginning _____ is \$_____. The District’s accrued actuarial liability and annual required contribution valuations were determined using a[n] “_____” cost method. There is currently no requirement to fund the unfunded accrued actuarial liability of OPEB.

Outstanding Debt

As of June 30, 2009, the District has outstanding \$_____ general obligation bonds payable from *ad valorem* taxes, \$_____ aggregate principal amount in outstanding certificates of participation and \$_____ aggregate principal amount in special tax bonds payable from redevelopment increments and the District’s community facilities district funds and not the District’s general fund. The District also has \$_____ in outstanding capital lease agreements and approximately \$_____ in other long-term obligations payable from the District’s general fund. The District is current on all of its obligations.

Attendance History and Projection

Average daily attendance figures (second period) for the District for the past five Fiscal Years and projections for Fiscal Year 2008-09 are shown below:

<u>Fiscal Year</u>	<u>Average Daily Attendance</u>
2003-04	6,027
2004-05	6,027
2005-06	5,962
2006-07	5,874
2007-08	5,815
2008-09	5,747 ⁽¹⁾

Source: Orange County Department of Education.

⁽¹⁾ Projected.

Sources of Alternate Liquidity

The District has moneys in certain accounts, some of which are restricted for certain uses but from which it can borrow on a temporary basis. Such moneys can be used, in part, as an alternative

source of liquidity for the payment of District obligations including repayment of its 2009-10 Tax and Revenue Anticipation Note. See Appendix C - "Coverage Estimates" attached to this Official Statement.

Summary of Assessed Value

The following table sets forth the District's assessed valuation for Fiscal Years 2004-05 through 2008-09.

**BREA OLINDA UNIFIED SCHOOL DISTRICT
SUMMARY OF ASSESSED VALUE**

<u>Fiscal Year</u>	<u>Assessed Value</u> ⁽¹⁾
2004-05	\$4,925,769,762
2005-06	5,280,777,879
2006-07	5,922,881,023
2007-08	6,425,519,368
2008-09	6,675,163,164

Source: County of Orange Auditor-Controller.

⁽¹⁾ Before deduction of redevelopment increment.

**BREA OLINDA UNIFIED SCHOOL DISTRICT
CASH FLOWS**

**BREA OLINDA UNIFIED SCHOOL DISTRICT
CASH FLOWS**

**BREA OLINDA UNIFIED SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
GENERAL FUND BALANCES FOR FISCAL YEARS ENDED
JUNE 30, 2007 AND 2008⁽¹⁾**

	General Fund 2006-07 <u>Audited</u>	General Fund 2007-08 <u>Audited</u>
Revenues:		
Revenue Limit Sources:		
State Apportionments	\$15,878,527	\$13,160,778
Local Sources	<u>17,403,433</u>	<u>20,911,662</u>
Total Revenue Limit Sources	33,281,960	34,072,440
Federal Revenues	1,816,727	1,614,135
Other State Revenues	10,995,583	10,051,241
Other Local Revenues	<u>1,281,668</u>	<u>1,696,625</u>
Total Revenues	<u>\$47,375,938</u>	<u>\$47,434,441</u>
Expenditures:		
Instruction	\$28,640,768	\$28,632,889
Instruction-Related Services	4,292,968	4,216,633
Pupil Services	4,681,107	4,832,546
Ancillary Services	280,659	289,055
General Administration	3,023,014	3,119,135
Enterprise Activities	--	--
Plant Services	4,356,507	4,411,103
Other Outgo	938,502	1,034,186
Debt Service	<u>--</u>	<u>25,915</u>
Total Expenditures	<u>\$46,213,525</u>	<u>\$46,561,462</u>
Excess (Deficiency) of Revenues over Expenditures	\$ 1,162,413	\$ 872,979
Other Financing Sources (Uses)	\$ (161,006)	\$ (117,513)
Net Changes in fund balances	\$ 1,001,407	\$ 755,466
Fund Balance - Beginning of Year	\$ 3,213,417	\$ 4,214,824
Fund Balance - End of Year	\$ 4,214,824	\$ 4,970,290

⁽¹⁾ This statement is a summary statement only. The complete audited financial statements of the District, including the notes to the audited financial statements, are an integral part of this statement. The complete audited financial statements of the District can be obtained by written request to the District at the address set forth on page A-9 hereof.

**BREA OLINDA UNIFIED SCHOOL DISTRICT
SUMMARY OF 2008-09 BUDGET FOR DISTRICT GENERAL FUND⁽¹⁾**

	General Fund 2008-09 <u>Approved Budget</u>⁽²⁾	General Fund 2008-09 <u>Actual/Estimated</u>
Revenues:		
Revenue Limit	\$32,921,605	\$32,921,605
Federal Revenues	1,757,930	1,757,930
Other State Revenues	9,193,756	9,193,756
Other Local Revenues	<u>1,080,226</u>	<u>1,080,226</u>
Total Revenues	<u>\$44,953,517</u>	<u>\$44,953,517</u>
Expenditures:		
Certificated Salaries	\$23,274,038	\$23,274,038
Classified Salaries	7,595,744	7,595,744
Employee Benefits	7,656,793	7,656,793
Books and Supplies	1,710,719	1,710,719
Services, Other Operating Expenses	5,086,540	5,086,540
Capital Outlay	29,250	29,250
Other Outgo (Excluding Transfers of Indirect Costs)	938,844	938,844
Other Outgo - Transfers of Indirect Costs	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$46,291,628</u>	<u>\$46,291,628</u>
Excess (Deficiency) of Revenues Over (Under)		
Expenditures Before Other Financing		
Sources and Uses	\$ (1,338,111)	\$ (1,338,111)
Other Financing Sources (Uses)	\$ 24,778	\$ 24,778
Net Increase (Decrease) in Fund Balance	\$ (1,313,333)	\$ (1,313,333)
Fund Balance - Beginning of Year (adjusted)	\$ 4,970,290	\$ 4,970,290
Fund Balance - End of Year	\$ 3,656,957	\$ 3,656,957

⁽¹⁾ This statement is a summary statement of restricted and unrestricted amounts in the general fund only.

⁽²⁾ Actual figures are used for the period from July 1, 2008 through January 31, 2009. The balance of the Fiscal Year is estimated.

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CAPISTRANO UNIFIED SCHOOL DISTRICT

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the Capistrano Unified School District (the "District"). Additional information concerning the District and copies of the most recent and subsequent audited financial reports of the District may be obtained by contacting:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attention: Director of Fiscal Services

Service Area

The District, established in 1965, currently operates [36] elementary schools, 2 K-8 schools, [10] middle schools, [6] high schools, 1 alternative high school, 1 adult school and 2 exceptional needs facilities. Encompassing approximately 195 square miles, the District includes portions of the Cities of Aliso Viejo, Dana Point, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Clemente and San Juan Capistrano, and certain unincorporated areas within the County of Orange.

Organization and Employees

The District is governed by a seven-member Board of Trustees, whose members are elected at-large to four year terms in alternate slates of four and three members each. The District employs [2,624] full-time equivalent certificated professionals and [1,461] full-time equivalent classified professionals. The pupil-teacher ratio averages approximately [30.5 to 1 for kindergarten, 20 to 1 for grades 1 through 3, 31.5 to 1 for grades 4 and 5, 32.5 to 1 for grades 6 through 8 and 34.5 to 1 for grades 9 through 12.]

The District's collective bargaining units are the California School Employees Association ("CSEA"), which represents the majority of classified personnel, Capistrano Unified Education Association ("CUEA") which represents all certificated personnel, and Teamsters Local #952 which represents bus drivers and mechanics. The contracts with CSEA, CUEA and Teamsters Local #952 have been negotiated through June 30, 2009.

Pension Programs

The District participates in the State of California Teachers' Retirement System ("STRS"), which as of June 30, 2007 had an unfunded accrued actuarial liability of \$20.7 billion for the fiscal year ended June 30, 2008 (reflecting a decrease of \$11 million since the valuation of June 30, 2006) and a funded ratio of 88%. Generally, this plan covers all full-time certificated employees. The District's contribution to STRS for Fiscal Year 2007-08 was \$17,509,014. The District expects to make a contribution of \$17,432,408 to STRS in Fiscal Year 2008-09 and \$_____ in Fiscal Year 2009-10. The District also participates in the State of California Public Employees' Retirement System ("PERS"), which covers all classified personnel who are employed four or more hours per day. The District's participation in PERS is funded each Fiscal Year through District appropriations. Annual excess earnings, recognized market gains and losses and earnings shortfalls in the PERS portfolio attributable to school districts and offices of education result in changes in the districts' contribution to PERS. A corresponding adjustment is made in the revenue limit calculation, such that the District experiences an offset reduction in the revenue limit allocated to it by the State, but only if recognized excess earnings are available. PERS recently adopted a policy to stabilize districts' contributions to PERS by, among other things, limiting the extent by which districts' contribution rates may vary from year to year. The District contributed \$5,407,685 to PERS in

Fiscal Year 2007-08 and expects to contribute \$4,688,100 to PERS in Fiscal Year 2008-09. The District currently expects that in Fiscal Year 2008-09 it will be required to make an employer contribution to PERS of \$ _____. The District also participates in the Public Agency Retirement System (“PARS”), which covers employees who are not members of STRS or PERS. The District’s contribution to PARS for Fiscal Year 2007-08 was \$107,543. The District expects to contribute \$ _____ and \$ _____ to PARS for Fiscal Years 2008-09 and 2009-10, respectively.

Post-Employment Healthcare

The District provides certain post-employment health care benefits (“OPEB”) in addition to the retirement payments described above (see “-Pension Programs”) to eligible District retirees, which benefits include a medical coverage plan. The District paid \$980,406 in OPEB during Fiscal Year 2007-08. The District is required to comply with the requirements of GASB Statement 45 (as defined in the forepart of this Official Statement) beginning with Fiscal Year 2007-08. See “-Financing Statements - Accounting for Other Post Employment Benefits” of the forepart of this Official Statement. Based on an actuarial report commissioned by the District, dated as of June 1, 2006, the District had an unfunded accrued actuarial liability of OPEB of \$29,307,668 for the year beginning June 1, 2006, and has an estimated “pay-as-you-go” cost of \$1,512,954 for the year beginning June 1, 2008 and \$1,881,866 for the year beginning June 1, 2009. According to the actuarial report, the annual required contribution with respect to the District’s OPEB for the year beginning July 1, 2006 was \$3,704,106. The District’s accrued actuarial liability and annual required contribution valuations were determined using an “entry age normal” cost method. There is currently no requirement to fund the unfunded accrued actuarial liability of OPEB. The District has established a Retiree Health Benefit Fund to pay for certain health benefit programs; this Fund had a cash balance of approximately \$ _____ as of June 30, 2008 and is expected to have a cash balance of approximately \$ _____ at June 30, 2009. The District expects to recognize a net OPEB obligation of approximately \$ _____ in its Fiscal Year 2008-09 audited balance sheet.

Outstanding Debt

As of June 30, 2009, the District has outstanding \$ _____ general obligation bonds payable from *ad valorem* taxes and \$ _____ aggregate principal amount in outstanding certificates of participation payable from redevelopment increments and the District’s community facilities district funds and not the District’s general fund. The District also has \$ _____ in outstanding capital lease agreements and approximately \$ _____ in other long-term obligations payable from the District’s general fund. The District also has \$43,000,000 principal amount of its Series 2008A Tax and Revenue Anticipation Note outstanding, which is due on June 30, 2009 and for which funds sufficient to timely pay this obligation have been set aside for the payment thereof. The District is current on all of its obligations.

Attendance History and Projection

Average daily attendance figures (second period) for the District for the past five Fiscal Years and projections for Fiscal Year 2008-09 are shown below:

<u>Fiscal Year</u>	<u>Average Daily Attendance</u>
2003-04	47,757
2004-05	48,479
2005-06	49,041
2006-07	49,524
2007-08	50,080
2008-09	50,753 ⁽¹⁾

Source: Orange County Department of Education.

⁽¹⁾ Projected.

Sources of Alternate Liquidity

The District has moneys in certain accounts, some of which are restricted for certain uses but from which it can borrow on a temporary basis. Such moneys can be used, in part, as an alternative source of liquidity for the payment of District obligations including repayment of its 2009-10 Tax and Revenue Anticipation Note. See Appendix C - "Coverage Estimates" attached to this Official Statement.

Summary of Assessed Value

The following table sets forth the District's assessed valuation for Fiscal Years 2004-05 through 2008-09.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
SUMMARY OF ASSESSED VALUE**

<u>Fiscal Year</u>	<u>Assessed Value</u> ⁽¹⁾
2004-05	\$49,118,737,705
2005-06	55,042,309,394
2006-07	61,214,703,091
2007-08	66,503,940,233
2008-09	67,816,246,892

Source: County of Orange Auditor-Controller.

⁽¹⁾ Before deduction of redevelopment increment.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
CASH FLOWS**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
CASH FLOWS**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
GENERAL FUND BALANCES FOR FISCAL YEARS ENDED
JUNE 30, 2007 AND 2008⁽¹⁾**

	General Fund 2006-07 <u>Audited</u>	General Fund 2007-08 <u>Audited</u>
Revenues:		
Revenue Limit Sources	\$276,461,210	\$285,902,880
Federal Revenues	18,608,552	19,856,206
Other State Revenues	85,349,539	89,309,024
Other Local Revenues	<u>12,097,180</u>	<u>12,504,155</u>
Total Revenues	<u>\$392,516,481</u>	<u>\$407,572,265</u>
Expenditures:		
Instruction	\$242,421,871	\$267,381,688
Instruction-Related Activities:		
Supervision of Instruction	12,138,712	13,381,954
Instructional, Library, Media and Technology	3,697,137	3,531,976
School Site Administration	28,318,585	29,151,281
Pupil Services:		
Home-to-School Transportation	12,798,255	12,428,004
Food Services	--	--
All Other Pupil Services	17,687,581	19,373,969
General Administration:		
Data Processing	3,194,863	3,192,513
All Other General Administration	10,938,986	12,546,863
Plant Services	32,136,863	31,741,673
Facility Acquisition and Construction	523,285	35,876
Ancillary Services	2,930,942	3,669,324
Community Services	18,222	627
Other Outgo	16,095,727	8,704,557
Debt Service:		
Principal	--	2,771,548
Interest and Other	<u>--</u>	<u>87,662</u>
Total Expenditures	<u>\$382,901,029</u>	<u>\$407,999,515</u>
Excess (Deficiency) of Revenues Over Expenditures	\$ 9,615,452	\$ (427,250)
Other Financing Sources (Uses)	\$ 550,000	\$ (2,060,532)
Net Change in Fund Balances	\$ 10,165,452	\$ (2,487,782)
Fund Balance - Beginning of Year	\$ 14,166,575	\$ 24,332,027
Fund Balance - End of Year	\$ 24,332,027	\$ 21,844,245

⁽¹⁾ This statement is a summary statement only. The complete audited financial statements of the District, including the notes to the audited financial statements, are an integral part of this statement. The complete audited financial statements of the District can be obtained by written request to the District at the address set forth on page A-17 hereof.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
SUMMARY OF 2008-09 BUDGET FOR DISTRICT GENERAL FUND⁽¹⁾**

	General Fund 2008-09 <u>Approved Budget</u>	General Fund 2008-09 <u>Actual/Estimated⁽²⁾</u>
Revenues:		
Revenue Limit	291,341,551	\$282,055,633
Federal Revenues	21,173,742	20,234,513
Other State Revenues	77,644,406	73,746,772
Other Local Revenues	<u>9,533,971</u>	<u>9,052,815</u>
Total Revenues	<u>\$399,693,670</u>	<u>\$385,089,733</u>
Expenditures:		
Certificated Salaries	211,097,761	\$210,670,031
Classified Salaries	59,506,204	58,882,675
Employee Benefits	75,198,130	73,251,803
Books and Supplies	17,773,885	14,523,406
Services, Other Operating Expenses	28,716,596	27,906,207
Capital Outlay	60,000	69,316
Other Outgo (Excluding Transfers of Indirect Costs)	12,724,146	11,143,332
Other Outgo - Transfers of Indirect Costs	<u>(743,035)</u>	<u>(738,035)</u>
Total Expenditures	<u>\$404,333,687</u>	<u>\$395,708,735</u>
Excess (Deficiency) of Revenues Over (Under)		
Expenditures Before Other Financing Sources and Uses	\$ (4,640,017)	\$ (10,619,002)
Other Financing Sources (Uses)	\$ 5,150,000	\$ (1,150,000)
Net Increase (Decrease) in Fund Balance	\$ 509,983	\$ (11,769,002)
Fund Balance - Beginning of Year (adjusted)	\$ 21,844,245	\$ 21,844,245
Fund Balance - End of Year	\$ 22,354,228	\$ 10,075,243

⁽¹⁾ This statement is a summary statement of restricted and unrestricted amounts in the general fund only.

⁽²⁾ Actual figures are used for the period from July 1, 2008 through January 31, 2009. The balance of the Fiscal Year is estimated.

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CENTRALIA SCHOOL DISTRICT

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the Centralia School District (the "District"). Additional information concerning the District and copies of the most recent and subsequent audited financial reports of the District may be obtained by contacting:

Centralia School District
6625 La Palma Ave.
Buena Park, California 90620
Attention: Assistant Superintendent, Business Services

Service Area

The District, established in 1875, currently operates [9] elementary schools. Encompassing approximately [5.5] square miles, the District includes portions of the City of Buena Park and the Cities of La Palma and Anaheim.

Organization and Employees

The District is governed by a five-member Board of Trustees, whose members are elected at-large to four-year terms [in alternate slates of ____ and ____ members each]. The District employs [253] full-time equivalent certificated professionals and [220] full-time equivalent classified professionals. The pupil-teacher ratio averages approximately [29 to 1 for all grades, except for grades 1, 2 and 3 for which it averages 20 to 1].

The District's collective bargaining units are the California School Employees Association ("CSEA"), which represents all classified personnel, the Centralia Education Association ("CEA") which represents all certificated personnel, and the _____ ("CMA"), which represents _____. The contracts with CSEA, CEA and CMA expire on June 30, 2010, _____ and June 30, 2009, respectively.

Pension Programs

The District participates in the State of California Teachers' Retirement System ("STRS"), which as of June 30, 2007 had an unfunded accrued actuarial liability of \$20.7 billion for the fiscal year ended June 30, 2008 (reflecting a decrease of \$11 million since the valuation as of June 30, 2006) and a funded ratio of 88%. Generally, this plan covers all full-time certificated employees. The District's contribution to STRS for Fiscal Year 2007-08 was \$1,668,194. The District expects to make a contribution of \$1,690,252 to STRS in Fiscal Year 2008-09 and \$ _____ in Fiscal Year 2009-10. The District also participates in the State of California Public Employees' Retirement System ("PERS"), which covers all classified personnel who are employed four or more hours per day. The District's participation in PERS is funded each Fiscal Year through District appropriations. Annual excess earnings, recognized market gains and losses and earnings shortfalls in the PERS portfolio attributable to school districts and offices of education result in changes in the districts' contribution to PERS. A corresponding adjustment is made in the revenue limit calculation, such that the District experiences an offset reduction in the revenue limit allocated to it by the State, but only if recognized excess earnings are available. PERS recently adopted a policy to stabilize districts' contributions to PERS by, among other things, limiting the extent by which districts' contribution rates may vary from year to year. The District contributed \$769,826 to PERS in Fiscal Year 2007-08 and expects to contribute \$599,430 to PERS in Fiscal Year 2008-09. The District

currently expects that in Fiscal Year 2009-10 it will be required to make an employer contribution to PERS of \$_____.

Post-Employment Healthcare

The District provides certain post-employment health care benefits (“OPEB”) in addition to the retirement payments described above (see “-Pension Programs”) to eligible District retirees, which benefits include a medical coverage plan. As of June 30, 2008, 37 District retirees were eligible for OPEB under this plan. The District paid \$462,219 in OPEB during Fiscal Year 2007-08. The District is required to comply with the requirements of GASB Statement 45 (as defined in the forepart of this Official Statement) beginning with Fiscal Year 2008-09. See “-Financing Statements - Accounting for Other Post Employment Benefits” of the forepart of this Official Statement. Based on an actuarial report commissioned by the District as of July 1, 2005, the District had an unfunded accrued actuarial liability of OPEB of \$4,973,241 as of July 1, 2005, and has an estimated “pay-as-you-go” cost of \$276,994 for the year beginning July 1, 2008 and \$305,416 for the year beginning July 1, 2009. According to the actuarial report, the annual required contribution with respect to the District’s OPEB for the year beginning July 1, 2005 was \$660,791. The District’s accrued actuarial liability and annual required contribution valuations were determined using a “projected unit credit” cost method. There is currently no requirement to fund the unfunded accrued actuarial liability of OPEB.

Outstanding Debt

As of June 30, 2009, the District has outstanding \$_____ general obligation bonds payable from *ad valorem* taxes and \$_____ aggregate principal amount in outstanding certificates of participation payable from the District’s special revenue capital outlay fund and not the District’s general fund. The District also has approximately \$_____ in other long-term obligations payable from the District’s general fund. The District is current on all of its obligations.

Attendance History and Projection

Average daily attendance figures (second period) for the District for the past five Fiscal Years and projections for Fiscal Year 2008-09 are shown below:

<u>Fiscal Year</u>	<u>Average Daily Attendance</u>
2003-04	5,076
2004-05	4,972
2005-06	4,874
2006-07	4,678
2007-08	4,618
2008-09	4,610 ⁽¹⁾

Source: Orange County Department of Education.

⁽¹⁾ Projected.

Sources of Alternate Liquidity

The District has moneys in certain accounts, some of which are restricted for certain uses but from which it can borrow on a temporary basis. Such moneys can be used, in part, as an alternative source of liquidity for the payment of District obligations including repayment of its 2009-10 Tax and Revenue Anticipation Note. See Appendix C - “Coverage Estimates” attached to this Official Statement.

Summary of Assessed Value

The following table sets forth the District's assessed valuation for Fiscal Years 2004-05 through 2008-09.

**CENTRALIA SCHOOL DISTRICT
SUMMARY OF ASSESSED VALUE**

<u>Fiscal Year</u>	<u>Assessed Value</u> ⁽¹⁾
2004-05	\$3,018,177,447
2005-06	3,317,467,645
2006-07	3,629,313,695
2007-08	4,033,831,203
2008-09	4,069,978,791

Source: County of Orange Auditor-Controller.

⁽¹⁾ Before deduction of redevelopment increment.

**CENTRALIA SCHOOL DISTRICT
CASH FLOWS**

**CENTRALIA SCHOOL DISTRICT
CASH FLOWS**

**CENTRALIA SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
GENERAL FUND BALANCES FOR FISCAL YEARS ENDED
JUNE 30, 2007 AND 2008⁽¹⁾**

	General Fund 2006-07 <u>Audited</u>	General Fund 2007-08 <u>Audited</u>
Revenues:		
Revenue Limit Sources	\$25,895,136	\$25,983,040
Federal Revenues	2,817,677	3,163,133
Other State Revenues	9,557,991	9,115,230
Other Local Revenues	<u>3,110,876</u>	<u>2,807,043</u>
Total Revenues	<u>\$41,381,680</u>	<u>\$41,068,446</u>
Expenditures:		
Instruction	\$23,419,802	\$25,041,155
Instruction-Related Services:		
Supervision of Instruction	980,950	1,325,958
Instructional Library, Media and Technology	245,827	229,083
School Site Administration	1,861,902	1,858,369
Pupil Services:		
Home-to-School Transportation	881,644	932,369
All Other Pupil Services	3,837,731	4,618,886
Administration:		
Data Processing	351,531	443,272
All Other Administration	2,023,977	2,090,073
Plant Services	3,860,772	4,033,630
Facility Acquisition and Construction	--	139
Community Services	--	<u>498,214</u>
Total Expenditures	<u>\$37,464,136</u>	<u>\$41,071,148</u>
Excess (Deficiency) of Revenues over Expenditures	\$ 3,917,544	\$ (2,702)
Other Financing Sources (Uses)	\$ (1,426,018)	\$ (1,073,912)
Net Change in Fund Balances	\$ 2,491,526	\$ (1,076,614)
Fund Balance - Beginning of Year	\$ 3,560,947	\$ 6,052,473
Fund Balance - End of Year	\$ 6,052,473	\$ 4,975,859

⁽¹⁾ This statement is a summary statement only. The complete audited financial statements of the District, including the notes to the audited financial statements, are an integral part of this statement. The complete audited financial statements of the District can be obtained by written request to the District at the address set forth on page A-25 hereof.

**CENTRALIA SCHOOL DISTRICT
SUMMARY OF 2008-09 BUDGET FOR DISTRICT GENERAL FUND⁽¹⁾**

	General Fund 2008-09 <u>Approved Budget</u>	General Fund 2008-09 <u>Actual/Estimated⁽²⁾</u>
Revenues:		
Revenue Limit	\$25,030,649	\$25,030,649
Federal Revenues	2,983,924	2,983,924
Other State Revenues	7,475,561	7,475,561
Other Local Revenues	<u>2,727,354</u>	<u>2,727,354</u>
Total Revenues	<u>\$38,217,488</u>	<u>\$38,217,488</u>
Expenditures:		
Certificated Salaries	\$20,425,574	\$20,425,574
Classified Salaries	6,646,978	6,646,978
Employee Benefits	6,417,023	6,417,023
Books and Supplies	2,325,195	2,325,195
Services, Other Operating Expenses	3,294,769	3,294,769
Capital Outlay	0	0
Other Outgo (Excluding Transfers of Indirect Costs)	1,725,243	1,725,243
Other Outgo - Transfers of Indirect Costs	<u>(112,000)</u>	<u>(112,000)</u>
Total Expenditures	<u>\$40,722,782</u>	<u>\$40,722,782</u>
Excess (Deficiency) of Revenues Over (Under)		
Expenditures Before Other Financing Sources and Uses	\$ (2,505,294)	\$ (2,505,294)
Other Financing Sources (Uses)	\$ 0	\$ 0
Net Increase (Decrease) in Fund Balance	\$ (2,505,294)	\$ (2,505,294)
Fund Balance - Beginning of Year (adjusted)	\$ 4,975,858	\$ 4,975,858
Fund Balance - End of Year	\$ 2,470,564	\$ 2,470,564

⁽¹⁾ This statement is a summary statement of restricted and unrestricted amounts in the general fund only.

⁽²⁾ Actual figures are used for the period from July 1, 2008 through January 31, 2009. The balance of the Fiscal Year is estimated.

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FULLERTON SCHOOL DISTRICT

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the Fullerton School District (the "District"). Additional information concerning the District and copies of the most recent and subsequent audited financial reports of the District may be obtained by contacting:

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833
Attention: Assistant, Superintendent of Business Services

Service Area

The District, established in 1888, currently operates 15 elementary schools, 3 junior high schools, and 2 K-8 schools. Encompassing approximately [26] square miles, the District includes the City of Fullerton.

Organization and Employees

The District is governed by a five-member Board of Trustees, whose members are elected at-large to four-year terms [in alternate slates of _____ and _____]. The District employs [660] full-time equivalent certificated professionals, [472] full-time equivalent classified professionals [and 108 full-time equivalent management and other employees]. The pupil-teacher ratio averages approximately [20 to 1 for grades 1 and 2 and 30 to 1 for kindergarten and grades 3 through 8].

The District's collective bargaining units are the California School Employees Association ("CSEA"), which represents all classified personnel, the Fullerton Elementary Teachers Association ("FETA"), which represents all certificated personnel, and the [Fullerton Elementary School Management Association] ("FESMA") which represents _____. The contracts with CSEA, FETA and FESMA expire on _____, June 30, 2010 and _____, respectively.

Pension Programs

The District participates in the State of California Teachers' Retirement System ("STRS"), which as of June 30, 2007 had an unfunded accrued actuarial liability of \$20.7 billion for the fiscal year ended June 30, 2008 (reflecting a decrease of \$11 million since the valuation of June 30, 2006) and a funded ratio of 88%. Generally, this plan covers all full-time certificated employees. The District's contribution to STRS for Fiscal Year 2007-08 was \$4,491,947. The District expects to make a contribution of \$4,416,965 to STRS in Fiscal Year 2008-09 and \$_____ in Fiscal Year 2009-10. The District also participates in the State of California Public Employees' Retirement System ("PERS"), which covers all classified personnel who are employed four or more hours per day. The District's participation in PERS is funded each Fiscal Year through District appropriations. Annual excess earnings, recognized market gains and losses and earnings shortfalls in the PERS portfolio attributable to school districts and offices of education result in changes in the districts' contribution to PERS. A corresponding adjustment is made in the revenue limit calculation, such that the District experiences an offset reduction in the revenue limit allocated to it by the State, but only if recognized excess earnings are available. PERS recently adopted a policy to stabilize districts' contributions to PERS by, among other things, limiting the extent by which districts' contribution rates may vary from year to year. The District contributed \$1,628,784 to PERS in Fiscal Year 2007-08 and expects to contribute \$1,365,017 to PERS in Fiscal Year 2008-09. The District

currently expects that in Fiscal Year 2009-10 it will be required to make an employer contribution to PERS of \$_____.

Post-Employment Healthcare

The District provides certain post-employment health care benefits (“OPEB”) in addition to the retirement payments described above (see “-Pension Programs”) to eligible District retirees, which benefits include a medical [and dental] coverage plan. The District paid \$616,586 in OPEB during Fiscal Year 2007-08. The District is required to comply with the requirements of GASB Statement 45 (as defined in the forepart of this Official Statement) beginning with Fiscal Year 2008-09. See “-Financing Statements - Accounting for Other Post Employment Benefits” of the forepart of this Official Statement. Based on an actuarial report commissioned by the District dated as of July 1, 2007, the District had an unfunded accrued actuarial liability of OPEB of \$11,939,154 for the year beginning July 1, 2007, and has an estimated “pay-as-you-go” cost of \$868,618 for the year beginning July 1, 2008 and \$1,039,291 for the year beginning July 1, 2009. According to the actuarial report, the annual required contribution with respect to the District’s OPEB for the year beginning July 1, 2007 was \$1,751,458. [A draft actuarial report dated as of _____ projects that the District’s unfunded accrued actuarial liability of OPEB has increased to between \$16 million and \$18.3 million since the prior valuation.] The District’s accrued actuarial liability and annual required contribution valuations were determined using a “unit credit” cost method. There is currently no requirement to fund the unfunded accrued actuarial liability of OPEB. [The District has established an irrevocable trust fund to pay for certain health benefit programs. This fund had a cash balance of \$2,239,907 as of July 1, 2007.]

Outstanding Debt

As of June 30, 2009, the District has outstanding \$_____ general obligation bonds payable from *ad valorem* taxes, \$_____ aggregate principal amount in outstanding certificates of participation and \$_____ aggregate principal amount in special tax bonds payable from redevelopment increments and the District’s community facilities district funds and not the District’s general fund. The District also has \$_____ in outstanding capital lease agreements and approximately \$_____ in other long-term obligations payable from the District’s general fund. The District is current on all of its obligations.

Attendance History and Projection

Average daily attendance figures (second period) for the District for the past five Fiscal Years and projections for Fiscal Year 2008-09 are shown below:

<u>Fiscal Year</u>	<u>Average Daily Attendance</u>
2003-04	13,381
2004-05	13,444
2005-06	13,426
2006-07	13,166
2007-08	13,164
2008-09	13,118 ⁽¹⁾

Source: Orange County Department of Education.
⁽¹⁾ Projected.

Sources of Alternate Liquidity

The District has moneys in certain accounts, some of which are restricted for certain uses but from which it can borrow on a temporary basis. Such moneys can be used, in part, as an alternative source of liquidity for the payment of District obligations including repayment of its 2009-10 Tax and Revenue Anticipation Note. See Appendix C - "Coverage Estimates" attached to this Official Statement.

Summary of Assessed Value

The following table sets forth the District's assessed valuation for Fiscal Years 2004-05 through 2008-09.

**FULLERTON SCHOOL DISTRICT
SUMMARY OF ASSESSED VALUE**

<u>Fiscal Year</u>	<u>Assessed Value</u> ⁽¹⁾
2004-05	\$ 9,473,016,697
2005-06	10,399,206,987
2006-07	11,409,529,903
2007-08	12,317,584,355
2008-09	12,701,510,247

Source: County of Orange Auditor-Controller.

⁽¹⁾ Before deduction of redevelopment increment.

**FULLERTON SCHOOL DISTRICT
CASH FLOWS**

**FULLERTON SCHOOL DISTRICT
CASH FLOWS**

**FULLERTON SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
GENERAL FUND BALANCES FOR FISCAL YEARS ENDED
JUNE 30, 2007 AND 2008⁽¹⁾**

	General Fund 2006-07 <u>Audited</u>	General Fund 2007-08 <u>Audited</u>
Revenues:		
Revenue Limit Sources	\$ 72,080,133	\$ 73,447,469
Federal Sources	7,579,394	6,733,715
Other State Sources	23,544,874	20,053,072
Other Local Sources	<u>10,345,850</u>	<u>10,329,604</u>
Total Revenues	<u>\$113,550,251</u>	<u>\$110,563,860</u>
Expenditures:		
Instruction	\$ 70,159,629	\$ 73,275,662
Instruction-Related Services:		
Supervision of Instruction	4,189,222	4,077,352
Instructional Library, Media and Technology	2,375,873	2,443,010
School Site Administration	7,904,143	7,998,587
Pupil Services:		
Home-to-School Transportation	2,148,013	2,064,410
Food Services	1,069	-
All Other Pupil Services	3,326,401	3,325,729
General Administration:		
All Other General Administration	4,540,050	4,622,600
Plant Services	9,046,972	9,060,361
Facility Acquisition and Construction	26,234	58,731
Community Services	15,718	6,515
Debt Service:		
Transfers Between Agencies	750,406	754,603
Principal	707,154	735,532
Interest	449,829	423,108
Other Outgo	--	--
Total Expenditures	<u>\$105,640,713</u>	<u>\$108,846,200</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 7,909,538	\$ 1,717,660
Other Financing Sources (Uses)	\$ (6,028,196)	\$ (1,474,644)
Net Change in Fund Balances	\$ 1,881,342	\$ 243,016
Fund Balance - Beginning of Year (adjusted)	\$ 11,720,409	\$ 13,601,751
Fund Balance - End of Year	\$ 13,601,751	\$ 13,844,767

⁽¹⁾ This statement is a summary statement only. The complete audited financial statements of the District, including the notes to the audited financial statements, are an integral part of this statement. The complete audited financial statements of the District can be obtained by written request to the District at the address set forth on page A-33 hereof.

**FULLERTON SCHOOL DISTRICT
SUMMARY OF 2008-09 BUDGET FOR DISTRICT GENERAL FUND⁽¹⁾**

	General Fund 2008-09 <u>Approved Budget</u>	General Fund 2008-09 <u>Actual/Estimated⁽²⁾</u>
Revenues:		
Revenue Limit Sources	\$ 70,153,547	\$ 70,153,547
Federal Revenues	7,670,173	7,670,173
Other State Revenues	18,295,191	18,295,191
Other Local Revenues	9,446,438	9,446,438
Total Revenues	<u>\$105,565,349</u>	<u>\$105,565,349</u>
Expenditures:		
Certificated Salaries	\$ 54,308,066	\$ 54,308,066
Classified Salaries	17,307,104	17,307,104
Employee Benefits	20,214,498	20,214,498
Books and Supplies	11,013,251	11,013,251
Services, Other Operating Expenses	8,915,414	8,915,414
Capital Outlay	24,963	24,963
Other Outgo (Excluding Transfers of Indirect Costs)	1,850,151	1,850,151
Other Outgo - Transfer of Indirect Costs	<u>(101,037)</u>	<u>(101,037)</u>
Total Expenditures	<u>\$113,532,410</u>	<u>\$113,532,410</u>
Excess (Deficiency) of Revenues Over (Under)		
Expenditures Before Other Financing Sources and Uses	\$ (7,967,061)	\$ (7,967,061)
Other Financing Sources (Uses)	\$ (592,297)	\$ (592,297)
Net Increase (Decrease) in Fund Balance	\$ 8,559,358)	\$ (8,559,358)
Fund Balance - Beginning of Year (adjusted)	\$ 13,844,767	\$ 13,844,767
Fund Balance - End of Year	\$ 5,285,409	\$ 5,285,409

⁽¹⁾ This statement is a summary statement of restricted and unrestricted amounts in the general fund only.

⁽²⁾ Actual figures are used for the period from July 1, 2008 through January 31, 2009. The balance of the Fiscal Year is estimated

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HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the Huntington Beach Union High School District (the "District"). Additional information concerning the District and copies of the most recent and subsequent audited financial reports of the District may be obtained by contacting:

Huntington Beach Union High School District
5832 Bolsa Avenue
Huntington Beach, California 92649
Attention: Chief Business Official

Service Area

The District, established in 1903, currently operates 6 comprehensive high schools, 1 alternative high school, 1 continuation school, 1 community day school and 1 adult education program. Encompassing approximately 46 square miles, the District includes the City of Huntington Beach and portions of the Cities of Fountain Valley and Westminster.

Organization and Employees

The District is governed by a five-member Board of Trustees, whose members are elected to four-year terms in alternate slates of three and two members each. The District employs [729] full-time-equivalent certificated professionals and [470] full-time-equivalent classified employees. The pupil-teacher ratio averages [31] to 1.

The District's collective bargaining units are the California School Employees Association ("CSEA"), which represents all non-management, non-confidential classified personnel, the District Educators' Association ("DEA") which represents all certificated teachers, nurses and librarians, and the Huntington Beach Pupil Services Association ("HBPSA") which represents all certificated Pupil Services personnel. The District's contract with the CSEA, DEA and with the HBPSA expire on _____, _____ and _____, respectively.

Pension Programs

The District participates in the State of California Teachers' Retirement System ("STRS"), which as of June 30, 2007 had an unfunded accrued actuarial liability of \$20.7 billion for the fiscal year ended June 30, 2008 (reflecting a decrease of \$11 million since the valuation of June 30, 2006) and a funded ratio of 88%. Generally, this plan covers all full-time certificated employees. The District contributed \$5,495,891 to STRS in Fiscal Year 2007-08 and expects to contribute \$5,247,190 in Fiscal Year 2008-09 and \$_____ in Fiscal Year 2009-10. The District also participates in the State of California Public Employees' Retirement System ("PERS"), which covers all classified personnel who are employed four or more hours per day. The District's participation in PERS is funded each Fiscal Year through District appropriations. Annual excess earnings of the PERS portfolio attributable to school districts and offices of education result in a reduction in the districts' contribution to PERS. A corresponding adjustment is made in the revenue limit calculation, such that the District experiences an offset reduction in the revenue limit allocated to it by the State. The District made a contribution to PERS in Fiscal Year 2007-08 of approximately \$2,269,804 and expects to contribute \$2,238,911 in Fiscal Year 2008-09. The District currently expects that in Fiscal Year 2009-10 it will be required to make an employer contribution to PERS of approximately \$_____. Both the STRS and PERS retirement systems are operated on a statewide basis. The District also participates in the Public Agency Retirement System ("PARS"), which covers employees who are not members of STRS or PERS. The District's contribution to PARS

for Fiscal Year 2007-08 was \$67,224. The District expects to contribute \$ _____ and \$ _____ to PARS for Fiscal Years 2008-09 and 2009-10, respectively.

Post-Employment Healthcare

The District provides certain post-employment health care benefits (“OPEB”) in addition to the retirement payments described above (see “-Pension Programs”) to eligible District retirees. Such benefits include medical, dental and vision coverage plans. As of June 30, 2008, there were 176 District retirees and beneficiaries receiving OPEB. The District paid \$2,242,277 in OPEB during Fiscal Year 2007-08. The District is required to comply with the requirements of GASB Statement 45 (as defined in the forepart of this Official Statement) beginning with Fiscal Year 2007-08. See “-Financing Statements - Accounting for Other Post Employment Benefits” of the forepart of this Official Statement. Based on an actuarial report commissioned by the District dated as of July 1, 2006, the District had an unfunded accrued actuarial liability of OPEB of \$28,517,188 as of July 1, 2008, and has an estimated “pay-as-you-go” cost of \$3,039,621 for Fiscal Year 2008-09 and \$3,322,833 for Fiscal Year 2009-10. [The District has budgeted “pay-as-you-go” costs of \$ _____ for Fiscal Year 2007-08 and \$ _____ for Fiscal Year 2009-10, based upon revised estimates of payments to be made for retirees during Fiscal Year 2008-09.] According to the actuarial report, the annual required contribution with respect to the District’s OPEB for Fiscal Year 2006-07 was \$3,492,543. The District’s accrued actuarial liability and annual required contribution valuations were determined using a “projected unit credit” cost method. There is currently no requirement to fund the unfunded accrued actuarial liability of OPEB.

Outstanding Debt

As of June 30, 2009, the District has outstanding \$ _____ general obligation bonds payable from ad valorem taxes and \$ _____ aggregate principal amount in outstanding certificates of participation payable from redevelopment increments and the District’s capital facilities fund and not the District’s general fund. The District also has \$ _____ of outstanding capital leases and approximately \$ _____ in other long-term obligations payable from the District’s general fund. The District has \$7,500,000 principal amount of its Series 2008A Tax and Revenue Anticipation Note outstanding, which is due on June 30, 2009 and for which funds sufficient to timely pay this obligation have been set aside for payment thereof. The District is current on all of its obligations.

Attendance History and Projection

Average daily attendance figures (second period) for the District, for the past five Fiscal Years and projections for Fiscal Year 2008-09 are shown below:

<u>Fiscal Year</u>	<u>Average Daily Attendance</u>
2003-04	14,056
2004-05	14,552
2005-06	14,920
2006-07	15,116
2007-08	15,300
2008-09	15,380 ⁽¹⁾

Source: Orange County Department of Education.

⁽¹⁾ Projected.

Sources of Alternate Liquidity

The District has moneys in certain accounts which are restricted for certain uses, but from which moneys can be borrowed on a temporary basis and used, in part, as an alternative source of liquidity for the payment of District obligations including repayment of its 2009-10 Tax and Revenue Anticipation Note. See Appendix C – “Coverage Estimates” attached to this Official Statement.

Summary of Assessed Value

The following table sets forth the District’s assessed valuation for Fiscal Years 2004-05 through 2008-09.

**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
SUMMARY OF ASSESSED VALUE**

<u>Fiscal Year</u>	<u>Assessed Value</u>⁽¹⁾
2004-05	\$29,916,719,258
2005-06	32,074,500,755
2006-07	35,325,613,265
2007-08	37,863,007,631
2008-09	38,922,213,739

Source: County of Orange Auditor-Controller.

⁽¹⁾ Before deduction of redevelopment increment.

**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
CASH FLOWS**

**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
CASH FLOWS**

**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
GENERAL FUND BALANCES FOR FISCAL YEARS ENDED
JUNE 30, 2007 AND 2008⁽¹⁾**

	General Fund 2006-07 <u>Audited</u>	General Fund 2007-08 <u>Audited</u>
Revenues:		
Revenue Limit Sources	\$ 98,313,893	\$102,500,509
Federal Sources	11,366,846	11,223,193
Other State Sources	47,615,207	46,756,726
Other Local Sources	<u>7,026,510</u>	<u>7,820,913</u>
Total Revenues	<u>\$164,322,456</u>	<u>\$168,301,341</u>
Expenditures:		
Instruction	\$ 77,223,553	\$ 82,504,081
Instruction Related Activities:		
Supervision of Instruction	4,547,731	4,706,708
Instructional Library, Media and Technology	1,573,106	1,645,402
School Site Administration	10,097,380	10,930,972
Pupil Services:		
Home-To-School Transportation	2,802,245	2,418,214
Food Services	34,793	40,712
All Other Pupil Services	8,479,267	8,960,245
General Administration:		
Data Processing	2,308,905	2,439,905
All Other General Administration	6,498,777	6,523,017
Plant Services	15,294,755	15,967,647
Facility Acquisition and Construction	426,806	804,762
Ancillary Services	2,602,417	2,833,641
Community Services	282,755	106,697
Other Outgo	25,016,300	25,610,240
Debt Service:		
Principal	391,971	416,147
Interest and Other	<u>314,346</u>	<u>400,184</u>
Total Expenditures	<u>\$157,895,107</u>	<u>\$166,308,574</u>
Excess (Deficiency) of Revenues Over Expenditures	\$ 6,427,349	\$ 1,992,767
Other Financing Sources (Uses)	\$ (1,078,000)	\$ (389,677)
Net Change in Fund Balances	\$ 5,349,349	\$ 1,603,090
Fund Balance – Beginning of Year	\$ 8,367,376	\$ 13,716,725
Fund Balance – End of Year	\$ 13,716,725	\$ 15,319,815

⁽¹⁾ This statement is a summary statement only. The complete audited financial statements of the District, including the notes to the audited financial statements, are an integral part of this statement. The complete audited financial statements of the District can be obtained by written request to the District at the address set forth on A-41 hereof.

**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
SUMMARY OF 2008-09 BUDGET FOR DISTRICT GENERAL FUND⁽¹⁾**

	General Fund 2008-09 <u>Approved Budget</u>	General Fund 2008-09 <u>Actual/Estimated⁽²⁾</u>
Revenues:		
Revenue Limit Sources	\$103,553,957	\$ 98,306,939
Federal Revenue	12,610,559	12,737,444
Other State Revenue	43,323,690	43,291,588
Other Local Revenue	<u>6,625,690</u>	<u>6,497,983</u>
Total Revenues	<u>\$166,113,896</u>	<u>\$160,833,954</u>
Expenditures:		
Certificated Salaries	\$ 64,413,618	\$ 64,465,447
Classified Salaries	26,833,778	26,830,606
Employee Benefits	30,638,202	30,668,833
Books and Supplies	8,425,056	7,855,992
Services, Other Operating Expenses	11,121,001	10,900,833
Capital Outlay	886,986	886,986
Other Outgo (Excluding Transfers of Indirect Costs)	26,106,797	26,106,797
Other Outgo - Transfers of Indirect Costs	<u>(520,160)</u>	<u>(511,886)</u>
Total Expenditures	<u>\$167,905,278</u>	<u>\$167,203,608</u>
Excess (Deficiency) of Revenues Over (Under)		
Expenditures Before Other Financing Sources and Uses	\$ 1,791,382	\$ (6,369,654)
Other Financing Sources (Uses)	\$ 578,074	\$ (578,074)
Net Increase (Decrease) in Fund Balance	\$ 2,369,456	\$ (6,947,728)
Fund Balance - Beginning of Year (adjusted)	\$ 15,319,814	\$ 15,319,814
Fund Balance - End of Year	\$ 12,950,358	\$ 8,372,086

⁽¹⁾ This statement is a summary statement of restricted and unrestricted amounts in the general fund only.

⁽²⁾ Actual figures are used for the period from July 1, 2008 through January 31, 2009. The balance of the Fiscal Year is estimated.

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IRVINE UNIFIED SCHOOL DISTRICT

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the Irvine Unified School District (the "District"). Additional information concerning the District and copies of the most recent and subsequent audited financial reports of the District may be obtained by contacting:

Irvine Unified School District
5050 Barranca Parkway
Irvine, California 92604
Attention: Director of Fiscal Services

Service Area

The District, established in 1973, currently operates 22 elementary schools, [5 middle schools, 4 high schools, 1 alternative high school, 1 adult school and 1 special education preschool. Encompassing approximately 62 square miles, the District includes the Cities of Irvine and Tustin.

Organization and Employees

The District is governed by a five-member Board of Education, whose members are elected to four-year terms. The District employs approximately [1374] full-time equivalent certificated professionals and [845] full-time equivalent classified professionals. The pupil-teacher ratio averages approximately [33 to 1 for kindergarten, 20 to 1 for grades 1 through 3, 31.5 to 1 for grades 4 and 5, 31.5 to 1 for grades 6 through 8 and 30.5 to 1 for grades 9 through 12].

[The District's collective bargaining units are the Irvine Teachers Association ("ITA"), which represents all certificated personnel and California School Employees Association ("CSEA"), which represents all classified personnel. The current contract for ITA expires on _____ and the current contract for CSEA expires on June 30, 2010.]

Pension Programs

The District participates in the State of California Teachers' Retirement System ("STRS"), which as of June 30, 2007 had an unfunded accrued actuarial liability of \$20.7 billion for the fiscal year ended June 30, 2008 (reflecting a decrease of \$11 million since the valuation of June 30, 2006) and a funded ratio of 88%. Generally, this plan covers all full-time certificated employees. The District made a contribution of \$9,062,608 to STRS in Fiscal Year 2007-08. The District expects to make a contribution to STRS of \$9,271,297 in Fiscal Year 2008-09 and of \$_____ in Fiscal Year 2009-10. The District also participates in the State of California Public Employees' Retirement System ("PERS") which covers all classified personnel who are employed four or more hours per day. The District's participation in PERS is funded each Fiscal Year through District appropriations. Annual excess earnings, recognized market losses and earnings shortfalls in the PERS portfolio attributable to school districts and offices of education result in changes in the Districts' contribution to PERS. A corresponding adjustment is made in the revenue limit calculation, such that the District experiences an offset reduction in the revenue limit allocated to it by the State, but only if recognized excess earnings are available. The District made an employer contribution of \$3,802,935 to PERS in Fiscal Year 2007-08 and expects to contribute \$2,851,424 in Fiscal Year 2008-09. The District currently expects that in Fiscal Year 2009-10, it will be required to make an employer contribution to PERS of \$_____.

Post-Employment Healthcare

The District provides certain post-employment health care benefits ("OPEB") in addition to the retirement payments described above (see "-Pension Program") to eligible District retirees. Such benefits include medical, dental and vision coverage plans. As of June 30, 2008, there were 188 District retirees

and beneficiaries receiving OPEB and 1,960 active plan members. The District paid \$1,854,083 in OPEB during Fiscal Year 2007-08. The District is required to comply with the requirements of GASB Statement 45 (as defined in the forepart of this Official Statement) beginning with Fiscal Year 2007-08. See “-Financing Statements - Accounting for Other Post Employment Benefits” of the forepart of this Official Statement. Based on an actuarial report commissioned by the District dated as of June 30, 2007, the District had an unfunded accrued actuarial liability of OPEB of \$37,807,200 at June 30, 2007, and has an estimated “pay-as-you-go” cost of \$2,402,100 for Fiscal Year 2008-09 and \$2,767,600 for Fiscal Year 2009-10. According to the actuarial report, the annual required contribution with respect to the District’s OPEB for Fiscal Year 2007-08 was \$4,381,100. The District’s accrued actuarial liability and annual required contribution valuations were determined using an “entry age normal” cost method. There is currently no requirement to fund the unfunded accrued actuarial liability of OPEB.

Outstanding Debt

As of June 30, 2009, the District has \$_____ in outstanding community facility district special tax bonds payable from the District’s community facility district debt service fund and approximately \$_____ in other long-term debt obligations payable from District’s general fund. The District also has \$16,000,000 principal amount of its Series 2008A Tax and Revenue Anticipation Note outstanding, which is due June 30, 2009 and for which funds sufficient to pay this obligation have been set aside for payment thereof. The District is current on all of its obligations.

Attendance History and Projection

Average daily attendance figures (second period) for the District for the past five Fiscal Years and projections for Fiscal Year 2008-09 are shown below:

<u>Fiscal Year</u>	<u>Average Daily Attendance</u>
2003-04	24,407
2004-05	24,553
2005-06	24,825
2006-07	25,197
2007-08	25,475
2008-09	25,858 ⁽¹⁾

Source: Orange County Department of Education
⁽¹⁾ Projected.

Sources of Alternate Liquidity

The District has moneys in certain accounts, some of which are restricted for certain uses but from which, however, it can borrow on a temporary basis. Some or all of such moneys can be used, in part, as an alternative source of liquidity for the payment of District obligations including repayment of its 2009-10 Tax and Revenue Anticipation Note. See Appendix C - “Coverage Estimates” attached to this Official Statement.

Summary of Assessed Value

The following table sets forth the District's assessed valuation for Fiscal Years 2004-05 through 2008-09.

**IRVINE UNIFIED SCHOOL DISTRICT
SUMMARY OF ASSESSED VALUE**

<u>Fiscal Year</u>	<u>Assessed Value</u> ⁽¹⁾
2004-05	\$21,735,221,551
2005-06	24,945,799,586
2006-07	29,685,145,799
2007-08	33,264,930,824
2008-09	35,055,759,151

Source: County of Orange Auditor-Controller.

⁽¹⁾ Before deduction of redevelopment increment.

**IRVINE UNIFIED SCHOOL DISTRICT
CASH FLOWS**

**IRVINE UNIFIED SCHOOL DISTRICT
CASH FLOWS**

**IRVINE UNIFIED SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
GENERAL FUND BALANCES FOR FISCAL YEARS ENDED
JUNE 30, 2007 AND 2008⁽¹⁾**

	General Fund 2006-07 <u>Audited</u>	General Fund 2007-08 <u>Audited</u>
Revenues:		
Revenue Limit Sources	\$140,690,915	\$147,487,455
Federal Revenues	9,132,407	8,684,898
Other State Revenues	50,355,107	48,296,447
Other Local Revenues	<u>18,587,828</u>	<u>18,685,198</u>
Total Revenues	<u>\$ 218,766,257</u>	<u>\$223,153,998</u>
Expenditures:		
Instruction	\$139,781,442	\$142,627,338
Instruction-Related Activities:		
Supervision of Instruction	6,074,666	6,695,511
Instructional Library, Media and Technology	4,171,285	4,118,143
School Site Administration	13,478,391	13,642,589
Pupil Services:		
Home-to-School transportation	3,573,842	3,658,424
Food Services	4,954	5,066
All Other Pupil Services	9,898,105	10,661,382
General Administration:		
Data Processing	2,056,593	2,379,266
All Other General Administration	5,088,246	5,895,262
Plant Services	21,730,448	22,055,182
Facilities Acquisition and Construction	798,639	32,335
Ancillary Services	1,671,556	1,844,370
Community Services	358,699	464,572
Enterprise Services	8,256	8,443
Debt Service:		
Principal	224,020	234,156
Interest and Other	<u>134,455</u>	<u>124,319</u>
Total Expenditures	<u>\$209,053,597</u>	<u>\$214,446,358</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 9,712,660	\$ 8,707,640
Other Financing Sources (Uses)	\$ (6,947,931)	\$ (2,282,385)
Net Change in Fund Balances	\$ (2,764,729)	\$ (6,425,255)
Fund Balance - Beginning of Year	\$ 19,902,932	\$ 22,667,661
Fund Balance - End of Year	\$ 22,667,661	\$ 29,092,916

⁽¹⁾ This statement is a summary statement only. The complete audited financial statements of the District, including the notes to the audited financial statements, are an integral part of this statement. The complete audited financial statements of the District can be obtained by written request to the District at the address set forth on page A-49 hereof.

**IRVINE UNIFIED SCHOOL DISTRICT
SUMMARY OF 2008-09 BUDGET FOR DISTRICT GENERAL FUND⁽¹⁾**

	General Fund 2009-10 <u>Approved Budget</u>	General Fund 2008-09 <u>Actual/Estimated⁽²⁾</u>
Revenues:		
Revenue Limit Sources	\$150,253,421	\$151,405,974
Federal Revenues	9,298,995	8,940,574
Other State Revenues	42,834,691	40,886,632
Other Local Revenues	<u>17,050,139</u>	<u>17,668,830</u>
Total Revenues	<u>\$219,437,245</u>	<u>\$218,902,009</u>
Expenditures:		
Certificated Salaries	\$110,641,261	\$110,376,022
Classified Salaries	32,568,779	33,241,594
Employee Benefits	36,381,296	36,146,247
Books, Supplies and Equipment	24,457,778	14,203,657
Services, Other Operating Expenses	22,812,362	23,080,970
Capital Outlay	443,000	414,016
Other Outgo (Excluding Transfers of Indirect Costs)	4,917,720	4,694,123
Other Outgo - Transfers of Indirect Costs	<u>(123,081)</u>	<u>(123,081)</u>
Total Expenditures	<u>\$232,189,115</u>	<u>\$222,033,547</u>
Excess (Deficiency) of Revenues Over Expenditures		
Before Other Financing Sources and Uses	\$(12,751,869)	\$ (3,131,539)
Other Financing Sources/Uses	\$ (1,119,697)	\$ (1,119,697)
Net Increase (Decrease) in Fund Balance	\$(13,871,566)	\$ (4,251,236)
Fund Balance - Beginning of Year (adjusted)	\$ 29,092,916	\$ 29,092,916
Fund Balance - End of Year	\$(15,221,350)	\$ 24,841,680

⁽¹⁾ This statement is a summary statement of restricted and unrestricted amounts in the general fund only.

⁽²⁾ Actual figures are used for the period from July 1, 2008 through January 31, 2009. The balance of the Fiscal Year is estimated.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the Saddleback Valley Unified School District (the "District"). Additional information concerning the District and copies of the most recent and subsequent audited financial reports of the District may be obtained by contacting:

Saddleback Valley Unified School District
25631 Peter A. Hartman Way
Mission Viejo, California 92691
Attention: Assistant Superintendent, Business Services

Service Area

The District, established in 1973, currently operates 26 elementary schools, 4 middle schools, 4 high schools, 1 continuation high school, 1 adult education school and 1 special education school. Encompassing approximately 95 square miles, the District includes portions of the Cities of Lake Forest, Laguna Hills, Rancho Santa Margarita, Laguna Woods and Mission Viejo as well as unincorporated areas of Trabuco Canyon, Foothill Ranch, Portola Hills, Robinson Ranch and a portion of Dove Canyon.

Organization and Employees

The District is governed by a five-member Board of Education, whose members are elected to four-year terms in alternate slates of two and three. The District employs [1,436] full-time equivalent certificated professionals, [524] full-time equivalent classified professionals and [193] full-time equivalent management and other employees. The pupil-teacher ratio averages [31 to 1 for kindergarten, 21 to 1 for grades 1 through 3, 32 to 1 for grades 4 through 8 and 32.5 to 1 for grades 9 through 12].

[The District's collective bargaining units are the California School Employees Association ("CSEA"), which represents all classified personnel, and the Saddleback Valley Educators Association ("SVEA") which represents most certificated personnel, and the Saddleback Valley Psychologists Association ("SVPSA") which represents the psychologists. The CSEA and SVPSA contracts each expire on June 30, 2010. The SVEA contract expires on _____].

Pension Programs

The District participates in the State of California Teachers' Retirement System ("STRS"), which as of June 30, 2007 had an unfunded accrued actuarial liability of \$20.7 billion for the fiscal year ended June 30, 2008 (reflecting a decrease of \$11 million since the valuation of June 30, 2006) and a funded ratio of 88%. Generally, this plan covers all full-time certificated employees. The District's contribution to STRS in Fiscal Year 2007-08 was \$11,499,925. The District expects to make a contribution of \$11,176,592 in Fiscal Year 2008-09 and \$_____ in Fiscal Year 2009-10. The District also participates in the State of California Public Employees' Retirement System ("PERS"), which covers all classified personnel who are employed four or more hours per day. The District's participation in PERS is funded each Fiscal Year through District appropriations. Annual excess earnings, recognized market gains and losses and earnings shortfalls in the PERS portfolio attributable to school districts and offices of education result in changes in the districts' contribution to PERS. A corresponding adjustment is made in the revenue limit calculation, such that the District experiences an offset reduction in the revenue limit allocated to it by the State, but only if recognized excess earnings are available. PERS recently adopted a policy to stabilize districts' contributions to PERS by, among other things, limiting the extent by which districts' contribution rates may vary from year to year. Based on the audited, actual results of the District, the District contributed \$3,469,237 to PERS in Fiscal Year 2007-08 and expects to contribute \$2,583,855 to PERS in Fiscal Year 2008-09. The District currently expects that in Fiscal Year 2009-10 it will be required to make an employer contribution to PERS of \$_____. The District also participates in the Public Agency Retirement System ("PARS"), which covers employees who are not

members of STRS or PERS. The District's contribution to PARS for Fiscal Year 2007-08 was \$_____. The District expects to contribute \$_____ and \$_____ to PARS in Fiscal Years 2008-09 and 2009-10, respectively.

Post-Employment Healthcare

The District provides certain post-employment health care benefits ("OPEB") in addition to the retirement payments described above (see "-Pension Programs") to eligible District retirees. Such benefits include medical, vision and dental coverage plans. The District paid \$4,310,138 in OPEB for fiscal year 2007-08. The District is required to comply with the requirements of GASB Statement 45 (as defined in the forepart of this Official Statement) beginning with Fiscal Year 2007-08. See "-Financing Statements - Accounting for Other Post Employment Benefits" of the forepart of this Official Statement. Based on an actuarial report commissioned by the District dated as of October 1, 2006, the District had an unfunded accrued actuarial liability of OPEB of \$62,122,305 as of October 1, 2006, and has an estimated "pay-as-you-go" cost of \$4,981,424 for the year beginning October 1, 2008 and \$5,778,330 for the year beginning October 1, 2009. According to the actuarial report, the annual required contribution with respect to the District's OPEB was \$7,869,972 for the year beginning October 1, 2006. The District's accrued actuarial liability and annual required contribution valuations were determined using an "entry age normal" cost method. There is currently no requirement to fund the unfunded accrued actuarial liability of OPEB.

Outstanding Debt

As of June 30, 2009, the District has outstanding \$_____ general obligation bonds, \$_____ financing authority bonds and \$_____ in outstanding community facility district obligations, which are payable from the District's [community facilities district funds] and not from the District's general fund. The District also has approximately \$_____ in other outstanding long-term obligations payable from the District's general fund. The District has \$14,885,000 principal amount of its Series 2008A Tax and Revenue Anticipation Note outstanding, which is due on June 30, 2009 and for which, funds sufficient to timely pay this obligation have been set aside for payment thereof. The District is current on all of its obligations.

Attendance History and Projection

Average daily attendance figures (second period) for the District for the past five Fiscal Years and projections for Fiscal Year 2008-09 are shown below:

<u>Fiscal Year</u>	<u>Daily Average Attendance</u>
2003-04	33,869
2004-05	33,489
2005-06	33,065
2006-07	[32,622]
2007-08	32,269
2008-09	31,724 ⁽¹⁾

Source: Orange County Department of Education.

⁽¹⁾ Projected.

[The District expects the decline in average daily attendance since Fiscal Year 2003-04 to result in a decrease in certain of its State funding. However, the District anticipates that such decrease in funding will be offset by increases in the Cost of Living Adjustments such that there will be no material net decrease in the District's revenues for Fiscal Year 2008-09. The decline in the average daily attendance, if continued, may adversely affect the District's revenues for Fiscal Year 2009-10. The District is currently making the necessary adjustments to maintain a balanced budget].

Sources of Alternate Liquidity

The District has moneys in certain accounts, some of which are restricted for certain uses but from which it can borrow on a temporary basis. Such moneys can be used, in part, as an alternative source of liquidity for the payment of District obligation including repayment of its 2009-10 Tax and Revenue Anticipation Note. See Appendix C - "Coverage Estimates" attached to this Official Statement.

Summary of Assessed Value

The following table sets forth the District's assessed valuation for Fiscal Years 2004-05 through 2008-09.

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SUMMARY OF ASSESSED VALUE**

<u>Fiscal Year</u>	<u>Assessed Value</u> ⁽¹⁾
2004-05	\$24,009,121,181
2005-06	26,054,827,090
2006-07	28,538,515,731
2007-08	30,688,061,680
2008-09	31,026,443,366

Source: County of Orange Auditor-Controller.

⁽¹⁾ Before deduction of redevelopment increment.

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
CASH FLOWS**

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
CASH FLOWS**

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
GENERAL FUND BALANCES FOR FISCAL YEARS ENDED
JUNE 30, 2007 AND 2008⁽¹⁾**

	General Fund 2006-07 <u>Audited</u>	General Fund 2007-08 <u>Audited</u>
Revenues:		
Revenue Limit Sources:		
State Apportionment	\$ 60,257,497	\$ 56,052,458
Local Sources	<u>126,058,012</u>	<u>133,735,975</u>
Total Revenue Limit Sources	186,315,509	189,788,433
Federal Revenue	9,839,888	9,490,687
Other State Revenue	58,988,527	56,680,785
Other Local Revenue	<u>8,181,472</u>	<u>7,618,556</u>
Total Revenues	<u>\$263,325,396</u>	<u>\$263,578,461</u>
 Expenditures:		
Instruction	\$174,470,185	\$180,068,568
Instruction-related Services	23,325,925	23,662,250
Pupil Services	15,232,770	16,299,150
Ancillary Services	1,860,834	1,949,636
Community Services	225,091	52,003
General Administration	11,726,646	11,518,204
Plant Services	23,660,300	22,294,177
Other Outgo	7,843,760	7,567,436
Debt Service	--	<u>21,348</u>
Total Expenditures	<u>\$258,345,511</u>	<u>\$263,432,772</u>
 Excess (Deficiency) of Revenues Over (Under) Expenditures	 \$ 4,979,885	 \$ 145,689
 Other Financing Sources (Uses):	 \$ (1,514,501)	 \$ (1,551,315)
 Net Change in Fund Balance	 \$ 3,465,384	 \$ (1,405,626)
 Fund Balance - Beginning of Year (adjusted)	 \$ 21,649,990	 \$ 25,115,374
 Fund Balance - End of Year	 \$ 25,115,374	 \$ 23,709,748

⁽¹⁾ This statement is a summary statement only. The complete audited financial statements of the District, including the notes to the audited financial statements, are an integral part of this statement. The complete audited financial statements of the District can be obtained by written request to the District at the address set forth on page A-57 hereof.

⁽²⁾ Figures may not add up due to rounding.

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SUMMARY OF 2008-09 BUDGET FOR DISTRICT GENERAL FUND⁽¹⁾**

	General Fund 2008-09 <u>Approved Budget</u>	General Fund 2008-09 <u>Actual/Estimated</u>⁽²⁾
Revenues:		
Revenue Limit Sources	\$183,389,335	\$183,389,335
Federal Revenues	10,025,498	9,534,906
Other State Revenues	61,441,687	51,346,187
Other Local Revenues	<u>6,019,757</u>	<u>6,019,757</u>
Total Revenues	<u>\$250,876,277</u>	<u>\$250,290,185</u>
Expenditures:		
Certificated Salaries	\$135,615,572	\$134,966,329
Classified Salaries	35,140,765	34,588,467
Employee Benefits	53,828,252	53,121,296
Books and Supplies	9,155,605	8,470,771
Services and Other Operating Expenditures	20,108,466	19,757,317
Capital Outlay	379,127	379,127
Other Outgo (Excluding Transfers of Indirect Costs)	7,362,224	7,362,224
Other Outgo - Transfers of Indirect Costs	<u>(452,502)</u>	<u>(452,502)</u>
Total Expenditures	<u>\$261,137,508</u>	<u>\$258,193,028</u>
Excess (Deficiency) of Revenues Over Expenditures Before Other Financing Sources and Uses	\$ (10,261,231)	\$ (7,902,844)
Other Financing Sources (Uses):	\$ 0	\$ 1,000,000
Net Increase (Decrease) in Fund Balance	\$ (10,261,231)	\$ (6,902,844)
Fund Balance - Beginning of Year	\$ 23,709,748	\$ 23,709,748
Fund Balance - End of Year	\$ 13,448,517	\$ 16,806,904

⁽¹⁾ This statement is a summary statement of restricted and unrestricted amounts in the general fund only.

⁽²⁾ Actual figures are used for the period from July 1, 2008 through January 31, 2009. The balance of the Fiscal Year is estimated.

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APPENDIX B

SUMMARY OF THE TRUST AGREEMENT

APPENDIX C

COVERAGE ESTIMATES

**SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS
SERIES 2009A
(all amounts, except coverage calculations, in \$ millions)**

APPENDIX C (continued) – ANALYSIS OF COVERAGE AT PLEDGE DATES
(all amounts, except coverage calculations, in \$ millions)

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix E concerning The Depository Trust Company ("DTC"), New York, New York, and DTC's book-entry system has been obtained from DTC and the Participants take no responsibility for the completeness or accuracy thereof. The Participants cannot and do not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Note Participations (the "Note Participations"), (b) certificates representing ownership interest in or other confirmation or ownership interest in the Note Participations, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Note Participations, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix E. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Note Participations. The Note Participations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued in the aggregate principal amount of the Note Participation Participations, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Note Participations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Note Participations on DTC's records. The ownership interest of each actual purchaser of each Note ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership

interests in the Note Participations are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Note Participations, except in the event that use of the book-entry system with respect to the Note Participations is discontinued.

To facilitate subsequent transfers, all Note Participations deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Note Participations with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the respective Note Participations; DTC's records reflect only the identity of the Direct Participants to whose accounts such Note Participations are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the respective Note Participations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Note Participations, such as redemptions, tenders, defaults, and proposed amendments to the respective Note documents. For example, Beneficial Owners of the Note Participations may wish to ascertain that the nominee holding the respective Note Participations for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Note Participations within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Note Participations unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Note Participations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal of, premium, if any, and interest evidenced by the respective Note Participations will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Participants or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant and not of DTC (nor its nominee), the Trustee, or the Participants, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of, premium, if any, and interest evidenced by the respective Note Participations to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Participants or the Trustee, disbursement of such payments to Direct Participants will be the

responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

NEITHER THE PARTICIPANTS NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS.

Neither the Participants nor the Trustee can give any assurances that DTC, DTC Participants, Indirect Participants or others will distribute payments of principal of, premium, if any, and interest on the respective Note Participations paid to DTC or its nominee, as the registered Owner, or any redemption or other notice, to the Beneficial Owners or that they will do so on a timely basis or that DTC will serve and act in a manner described in this Official Statement.

DTC may discontinue providing its services as depository with respect to the Note Participations at any time by giving reasonable notice to the Participants or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, security certificates are required to be printed and delivered.

The Participants may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the Note certificates will be printed and delivered.

In the event that the book-entry system is discontinued as described above, the requirements of the Trust Agreement will apply. The foregoing information concerning DTC and DTC's book-entry system has been provided by DTC, and none of the Participants or the Trustee take any responsibility for the accuracy thereof.

Neither the Participants nor the Underwriter are responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a Beneficial Owner with respect to the Note Participations or an error or delay relating thereto.

APPENDIX F

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES, REVENUES AND APPROPRIATIONS

Constitutionally Required Funding of Education

The California Constitution requires that from all State revenues there will first be set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. California school districts receive a significant portion of their funding from State appropriations. As a result, decreases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIII A

On June 6, 1978, California voters approved Proposition 13 ("Proposition 13"), which added Article XIII A to the State Constitution ("Article XIII A"). Article XIII A, as amended, limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978 on bonded indebtedness approved by a two thirds vote on or after July 1, 1978, for the acquisition or improvement of real property. Proposition 39, approved by California voters on November 7, 2000, provides an alternative method of seeking voter approval for bonded indebtedness (see "Proposition 39" below). Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975 76 tax bill under "full cash value," or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster, and in other minor or technical ways.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter approved indebtedness). The 1% property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the 2% annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Local agencies and school districts share the growth of "base" revenue from the tax rate area. Each year's growth allocation becomes part of each agency's allocation the following year. The Participants are unable to predict the nature or magnitude of future revenue sources which may be provided by the State to replace lost property tax revenues. Article XIII A effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

All taxable property is shown at full market value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement,

including the forepart to this Official Statement, is shown at 100% of market value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Proposition 39

Proposition 39 which was approved by California voters in November, 2000, and provides an alternative method for passage of school facilities bond measures which lowers the constitutional voting requirement from two-thirds to 55% of voters and allows property taxes to exceed the current 1% limit in order to repay such bonds. The lower 55% vote requirement would apply only to bond issues to be used for construction, rehabilitation, equipping of school facilities or the acquisition of real property for school facilities. The State Legislature enacted additional legislation which placed certain limitations on this lowered threshold, requiring that (i) two-thirds of the governing board of a school district approve placing a bond issue on the ballot, (ii) the bond proposal be included on the ballot of a statewide or primary election, a regularly scheduled local election, or a statewide special election (rather than a school district election held at any time during the year), (iii) the tax rate levied as a result of any single election not exceed \$25 for a community college district, \$60 for a unified school district, or \$30 for an elementary school or high school district per \$100,000 of taxable property value, and (iv) the governing board of the school district appoint a citizen's oversight committee to inform the public concerning the spending of the bond proceeds. In addition, the school board of the applicable district is required to perform an annual, independent financial and performance audit until all bond funds have been spent to ensure that the funds have been used only for the projects listed in the measure.

Article XIII B

An initiative to amend the State Constitution entitled "Limitation of Government Appropriations" was approved on September 6, 1979 thereby adding Article XIII B to the State Constitution ("Article XIII B"). In June 1990, Article XIII B was amended by the voters through their approval of Proposition 111. Under Article XIII B, the State and each local governmental entity have an annual "appropriations limit" and are not permitted to spend certain moneys that are called "appropriations subject to limitation" (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the appropriations limit. Article XIII B does not affect the appropriations of moneys that are excluded from the definition of "appropriations subject to limitation," including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the appropriations limit is to be based on certain 1978-79 expenditures, and is to be adjusted annually to reflect changes in costs of living and changes in population, and adjusted where applicable for transfer of financial responsibility of providing services to or from another unit of government. Among other provisions of Article XIII B, if these entities' revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years. However, in the event that a school district's revenues exceed its spending limit, the district may, in any fiscal year, increase its appropriations limit to equal its spending by borrowing appropriations limit from the State, provided the State has sufficient excess appropriations limit in such year.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative, constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" ("Proposition 98"). Proposition 98 changed State funding of public education below the university level and the operation of the State's appropriations limit, primarily by guaranteeing K-14 schools a minimum share of State General Fund revenues. Under Proposition 98 (as modified by Proposition 111, which was enacted on June 5, 1990), K-14 schools are guaranteed the greater of (a) in

general, a fixed percentage of State General Fund revenues (the “first test”), or (b) the amount appropriated to K-14 schools in the prior year, adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the “second test”), or (c) a “third test” which would replace the second test in any year when the percentage growth in per capita State General Fund revenues from the prior year plus one half of one percent is less than the percentage growth in California per capita personal income. Under the third test, schools would receive the amount appropriated in the prior year adjusted for changes in enrollment and per capita State General Fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test would become a “credit” to schools which would be paid in future years when State General Fund revenue growth exceeds personal income growth.

Legislation adopted prior to the end of the 1988-89 Fiscal Year implementing Proposition 98 determined the K-14 schools’ funding guarantee under the first test to be 40.3 percent of the general fund tax revenues, based on 1986-87 Fiscal Year appropriations. However, that percent has been adjusted to 35 percent to account for all subsequent redirection of local property taxes, since such redirection directly affects the share of general fund revenues to schools.

Proposition 98 permits the Legislature by two-thirds vote of both houses, with the Governor’s concurrence, to suspend the K-14 schools’ minimum funding formula for a one year period. Proposition 98 also contains provisions transferring certain State tax revenues in excess of the Article XIII B limit to K-14 schools. “Excess” tax revenues are determined based on a two-year cycle, so that the State could avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year were under its limit. After any two-year period, if there are excess State tax revenues, 50 percent of the excess would be transferred to K-14 schools with the balance returned to taxpayers. Further, any excess State tax revenues transferred to K-14 schools are not built into the school districts’ base expenditures for calculating their entitlement for State aid in the next year, and the State’s appropriations limit will not be increased by this amount.

Since Proposition 98 is unclear in some details, there can be no assurance that the Legislature or a court might not interpret Proposition 98 to require a different percentage of general fund revenues to be allocated to K-14 districts, or to apply the relevant percentage to the State’s budgets in a different way than is proposed in the Governor’s Budget. In any event, the Governor and other fiscal observers expect Proposition 98 to place increasing pressure on the State’s budget over future years, potentially reducing resources available for other State programs, especially to the extent the Article XIII B spending limit would restrain the State ability to fund such other programs by raising taxes.

Proposition 47

The Class Size Reduction Kindergarten - University Public Education Facilities Bond Act of 2002 (“Proposition 47”) appeared on the November 5, 2002 ballot as Proposition 47 and was approved by the California voters. This measure authorizes the sale and issuance of \$13.05 billion in general obligation bonds for construction and renovation of K-12 school facilities (\$11.4 billion) and higher education facilities (\$1.65 billion). Some or all of the Participants have or are expected to receive funding from Proposition 47.

Proposition 55

On March 2, 2004, the voters of the State approved Proposition 55, the Kindergarten-University Public Education Facilities Bond Act of 2004. The act provides for a bond issue of \$12.3 billion to fund education facilities and repair older schools in the State. Some or all of the Participants have or are expected to receive funding from Proposition 55.

Article XIII C and Article XIII D

On November 5, 1996, the voters of the State approved Proposition 218, also known as the "Right to Vote on Taxes Act." Proposition 218 added Articles XIII C and XIII D to the State Constitution to require majority voter approval for the imposition, extension or increase of general taxes and two-thirds voter approval for the imposition, extension or increase of special taxes by a local government, which is defined in Proposition 218 to include counties. Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes); prohibits special purpose government agencies such as school districts from levying general taxes except as allowed by Article XIII A; and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote. Article XIII D also provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

Article XIII C also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees and charges, regardless of the date such taxes, assessments, fees or charges were imposed, and reduces the number of signatures required for the initiative process. Generally, the initiative process enables California voters to enact legislation upon obtaining requisite voter approval at a general election. Proposition 218 extends the authority stated in Rossi v. Brown by expanding the initiative power to include reducing or repealing local taxes, assessments, fees and charges, which had previously been considered administrative rather than legislative matters and therefore beyond the initiative power.

Senate Bill 919 was enacted to provide certain implementing provisions for Propositions 218 and became effective July 1, 1997. No assurance may be given as to the final terms of such legislation, the nature of any future challenges to Proposition 218 or the extent to which, if any, Proposition 218 may be held to be unconstitutional.

Proposition 1A

Proposition 1A (SCA 4) ("Proposition 1A"), proposed by the Legislature in connection with the 2004-05 Budget Act and approved by the voters in November 2004, provides that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibits the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any fiscal year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county must be approved by two-thirds of both houses of the Legislature. Proposition 1A provides, however, that beginning in Fiscal Year 2008-09, the State may shift to schools and community colleges up to 8% of local government property tax revenues, which amount must be repaid, with interest, within three years, if the Governor proclaims that the shift is needed due to a severe State financial hardship, the shift is approved by two-thirds of both houses and certain other conditions are met. The State may also approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also provides that if the State reduces the VLF rate currently in effect, 0.65 percent of vehicle value, the State must provide local governments with equal replacement revenues. Further, Proposition 1A required the State, beginning July 1, 2005, to suspend State mandates affecting cities, counties and special districts, excepting mandates relating to employee rights, schools or community colleges, in any year that the State does not fully reimburse local governments for their costs to comply with such mandates.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C, Article XIII D, Proposition 1A and Propositions 39, 98, 47 and 55 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting Participants' revenues or their ability to expend revenues.

APPENDIX G

OFFICIAL NOTICE OF SALE

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

**APPOINTING AND EMPLOYING CERTAIN CONSULTANTS IN CONNECTION
WITH THE DEVELOPMENT OF THE DISTRICT'S 2009 SCHOOL FACILITY
BRIDGE RESTRUCTURING PROGRAM, DECLARING THE DISTRICT'S
INTENTION TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF TAX-
EXEMPT OBLIGATIONS TO BE ISSUED OR INCURRED BY THE DISTRICT, AND
APPROVING CERTAIN RELATED ACTIONS**

Resolution No. 2008/09-B-22

June 25, 2009

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

WHEREAS, the Anaheim Union High School District (the "District") developed and implemented a School Facility Bridge Funding Program in 1999 (the "1999 Program") to provide interim and permanent funding for certain priority school projects approved by the Board of Trustees. The 1999 Program was funded by the issuance of adjustable-rate/multimode certificates of participation (the "Bridge Certificates"); and

WHEREAS, the district desires to proceed with the restructuring of its 1999 Program in order to replace the existing bond insurance and standby liquidity Letter of Credit facilities and continue to benefit from low short-term interest rates; and

WHEREAS, the 1999 Program Certificates will be restructured under the 2009 School Facility Bridge Restructuring Program (the "2009 Bridge Program"); and

WHEREAS, the credit enhancement under the 1999 Program will be replaced with a Direct-Pay Letter of Credit ("DP-LOC") provided by U.S. Bank National Association; and

WHEREAS, the board desires to authorize the district superintendent, the assistant superintendent, business services, and certain other district officials to take certain actions in furtherance of the issuance of the 2009 Program adjustable-rate/multimode certificates (the "2009 Certificates") and implementation of the District's 2009 Bridge Program restructuring plan; and

WHEREAS, the district may use a portion of the proceeds of the 2009 Certificates issued to implement the 2009 Bridge Program to reimburse expenditures made to pay costs incurred by the district for the development and implementation of the 2009 Bridge Program and the construction and acquisition of the priority school projects incurred prior to the issuance of the 2009 Certificates; and

WHEREAS, United States Income Tax Regulations Section 1.103-18 generally provides that proceeds of tax-exempt obligations are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such obligations unless certain procedures are followed, among which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer must declare an intention to reimburse such expenditure; and

WHEREAS, it is in the public interest and for public benefit that the district declares its official intent to reimburse the expenditures referenced herein from the proceeds of the 2009 Certificates issued to implement the District's 2009 Bridge Program; and

WHEREAS, all acts, conditions, and things required by the Constitution and laws of the State of California to exist, to have happened, and to have been performed precedent to and in connection with the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the district is now duly authorized and empowered, pursuant to each and every requirement of law, to undertake such actions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Anaheim Union High School District, as follows:

Section 1. All of the recitals herein contained are true and correct and the board so finds.

Section 2. California Financial Services is hereby re-appointed as the district's program manager and program administrator to provide the services required for: (i) the development and implementation of the 2009 Bridge Program; and (ii) ongoing administration of the District's 2009 Bridge Program. The superintendent and the assistant superintendent, business services of the district, are hereby authorized and directed, for and in the name and on behalf of the district to enter into a contract with such firm for the provision of services as the district's program manager and program administrator.

Section 3. Piper Jaffray is hereby re-appointed as the district's underwriter and remarketing agent for the 2009 Certificates to be issued under the district's 2009 Bridge Program. The superintendent and the assistant superintendent, business services, are hereby authorized and directed, for and in the name and on behalf of the district to enter into a contract with such firm for the provision of services as the district's underwriter and remarketing agent.

Section 4. Orrick, Herrington and Sutcliffe, a Professional Law Corporation, Los Angeles, California, is hereby re-appointed as special bond counsel and special disclosure counsel for the district's 2009 Bridge Program and the issuance of the 2009 Certificates. The superintendent and the assistant superintendent, business services, are hereby authorized and directed, for and in the name and on behalf of the district to enter into a contract with such firm for the provision of services as the district's special bond counsel and special disclosure counsel.

Section 5. U.S. Bank National Association is hereby re-appointed to act as Trustee for the 2009 Certificates to be issued under the District's 2009 Bridge Program. The superintendent and the assistant superintendent, business services, are hereby authorized and directed, for and in the name and on behalf of the district to enter into a contract with such firm for the provision of services as the district's trustee for the 2009 Certificates.

Section 6. The district intends to issue 2009 Certificates for the purpose of restructuring the 1999 program.

Section 7. The district hereby declares that it reasonably expects: (i) to pay certain costs of the priority school projects prior to the date of issuance of the 2009 Certificates; and (ii) to use a portion of the proceeds of the 2009 Certificates for reimbursement of expenditures for the priority school projects and the District's 2009 Bridge Program that are paid before the date of issuance of the 2009 Certificates.

Section 8. The superintendent and the assistant superintendent, business services, are hereby authorized and directed, jointly and severally, to do any and all things, which he/she may deem necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of this resolution.

Section 9. All actions heretofore taken by the officers, employees, and agents of the district, with respect to the priority school projects and the 2009 Bridge Program, are hereby approved, confirmed, and ratified.

Section 10. This resolution shall take effect from and after its date of adoption.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on June 25, 2009, by a 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 25th day of June 2009, 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 25th day of June 2009.

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

Secondary District Plan And Application for Work Experience Education (WEE) Program

<u>Anaheim Union High School District</u>	<u>Orange</u>	
Local Education Agency (LEA) / District / School	County	
<u>501 Crescent Way</u>	<u>Anaheim</u>	<u>92803</u>
Street Address	City	Zip Code

Place an "X" in the appropriate box(es) to identify the conditions under which WEE will operate.

	Exploratory WEE	General WEE	Vocational WEE
Regular School	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Summer School	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

In addition to complying with appropriate federal and state laws, *California Labor Code*, *California Education Code*, and *California Code of Regulations*, Title 5, the LEA agrees to the following assurances:

1. **District Plan:** The district plan for Work Experience Education (WEE) has been approved and adopted by the local governing board and is attached in enclosure (1). (EC § 51762 & CCR, T5 § 10070)

2. **Responsibility for District Plan:** The WEE teacher-coordinator shall implement and/or comply with the assurances contained herein. The school district administration is responsible for those assurances outside the requirements of the WEE teacher-coordinator. (E.g. Assurances 14, 15, 17, and 18)

3. **Credential:** The WEE teacher-coordinator shall possess a valid secondary-level credential, have two years of occupational experience outside the field of education, and have knowledge of the educational purposes, standards, laws, and regulations regarding WEE. (EC § 51762 & CCR, T5 § 10075)

4. **Enrollment in WEE:** The WEE teacher-coordinator approves students for enrollment in WEE. (EC § 51760)
 4. A. At the time of enrollment, students are at least 16 years of age. (EC §51760.3(a))

Exceptions:

 - Students in grade 11 or higher. (EC § 51760.3(a)(i))
 - Students enrolled in Exploratory WEE may be 12 years of age and in the middle school. (CCR, T5 § 10071 (c))
 - Principal may certify exemption. (EC § 51760.3(a)(2)(3))
 - WEE may be identified on the IEP. (EC §51760.3(a)(4))

5. **Minimum Day:** The minimum day for students is four periods totaling at least 180 minutes in duration (including WEE). (EC § 46144)

Exceptions:

- Continuation high school students. (EC § 46145)
- Graduating WEE students in the last semester of their senior year. (EC § 46147)

6. Pupil/Teacher-Coordinator Ratio: The pupil/teacher-coordinator ratio in WEE does not exceed 125 pupils per one full-time equivalent certificated WEE teacher-coordinator. Only duties and time directly related to the operation of WEE are considered when determining the pupil/teacher-coordinator ratio. (EC §46300(b))
 - Exceptions:
 - Ratio may be waived by the State Board of Education. (EC §46300(b))
7. Related Classroom Instruction: The WEE teacher-coordinator is responsible for preparing and conducting related classroom instruction. (EC § 51760, § 51762.5(b) & CCR, T5 § 10073)
 - 7.a. Related classroom instruction or guidance for each semester and type of WEE is conducted by the WEE teacher-coordinator a minimum equivalent of one instructional period per week offered in sessions scheduled intermittently throughout the semester. (EC § 51760.3(b))
8. Course Description: The WEE course description, with major units of instruction for each semester and for each type of WEE offered is attached in enclosure (2). (CCR, T5§ 10073)
9. Work Sites: The WEE teacher-coordinator identifies, selects, and/or approves work sites. (EC §51762.5(a) & CCR, T5 § 10072)
 - 9.a. A minimum of two on site contacts per semester with a supervisor at each work site and minimum of one on site contact during the summer school session is mandated for completion by the WEE teacher-coordinator. (CCR, T5 § 10074)
10. Training Agreement: A written formal training agreement identifying the responsibilities of the school district, employer, parent/guardian, and student is developed for each WEE student and is attached in enclosure (3). (EC § 51762.5 & CCR, T5 § 10071)

The following are found on formal Student Training Agreement:

- 10.a. Student objectives to be accomplished at the work site. (CCR, T5 § 10071)
- 10.b. The work site offers a reasonable probability of continuous employment for the student during the period for which the student is enrolled in WEE. (EC § 51760 & § 51762.5)

- 10.c. The employer has adequate equipment, materials, and other facilities to provide appropriate learning opportunities. (EC § 51760 & CCR, T5 § 10072)
- 10.d. Work conditions will not endanger the health, safety, welfare, or morals of the student.
(EC § 49116, § 51762 & CCR, T5 § 10072)
- 10.e. The employer provides adequate adult supervision to ensure that:
 - (1) The Exploratory WEE student is provided opportunities to observe and sample a variety of conditions of work to ascertain his/her interests and suitability for occupations being explored.
 - (2) The General WEE student is provided opportunities to gain occupational skills.
 - (3) The Vocational WEE student is provided opportunities to reinforce and extend the job skills and knowledge learned through the school career/vocational education instructional program. (CCR, T5 § 10071 & § 10072)
- 10.f. The employer, as required by law, provides Workers' Compensation Insurance coverage whenever there is an employee/employer relationship. Students enrolled in Exploratory WEE are provided Workers' Compensation Insurance through the local school district. (EC § 51768, § 51769 & CCR, T5 § 10071)
- 10.g. The employer maintains student's hourly work records and cooperates in rating his/her achievement at the work site. (EC § 51762.5 & CCR, T5 § 10072)
- 10.h. The employer assures the district that he/she does not discriminate on the basis of race, creed, color, sex, or religion. (EC § 51760.3(c) & CCR, T5 § 10071)
- 11. Work Permits: All work permits for students enrolled in WEE are issued or verified by the WEE teacher-coordinator or authorized designee in writing per enclosure (5). (EC § 49110 (b))
- 12. Exploratory WEE: For each student enrolled in Exploratory WEE, a limit on the number of hours of observation is established at each observation site. (CCR, T5 § 10071(c))
- 13. Granting Credit: The procedure for granting school credit for WEE is found in enclosure (4). A student satisfactorily completing the WEE program requirements may earn a maximum of 40 semester credits made up of one or a combination of two or more of the following:

- (1) Exploratory WEE - Ten (10) semester credits for each semester with a maximum of twenty (20) semester credits.
 - (2) General WEE - Ten (10) semester credits for each semester with a maximum of forty (40) semester credits.
 - (3) Vocational WEE - Ten (10) semester credits for each semester with a maximum of forty (40) semester credits. (EC § 51760.3, § 51762.5(b)(f) & CCR, T5 § 1635)
14. Professional Development: A provision is made for WEE professional development for new and continuing teacher-coordinators and other support personnel in WEE, to ensure the quality of the WEE program. (EC § 51762)
15. Clerical Services & Records: A provision is made for clerical services to assist the professional in meeting the goals and objectives of Work Experience Education and to assure the accuracy, completeness, and quality of the records.
- The district shall maintain records including:
- 15.a. Type of WEE in which each student is enrolled, where the student is employed, the type of job held or observation sites and hours of rotation. (EC § 51762.5)
 - 15.b. Work permit issued, if applicable. (EC § 49110) Note: Not required for Exploratory WEE.
 - 15.c. Employer's report of student's hourly work record and performance on the job. (EC § 51762.5)
 - 15.d. Report of employer consultations. (EC § 51762.5 & CCR, T5 § 10074)
 - 15.e. Ratings of each student, including his/her grade. (EC § 51760.3 & § 51762.5)
 - 15.f. Formal training agreement for each employer and student that describes the responsibilities of the employer, student, school, and parent/legal guardian. (EC § 51762.5 & CCR, T5 § 10071)
16. Summer School: Work Experience Education during the summer is conducted in the same time period as the rest of the approved summer school and conforms to all appropriate federal and state laws, *California Labor Code*, *California Education Code*, and *California Code of Regulations*, Title 5 rules and regulations applicable to Work Experience Education.
17. Civil Rights Act: Work Experience Education covered by this plan shall be in compliance with Title VI and Title VII of the Civil Rights Act of 1964 and with Title 5 of the *California Code of Regulations*. (EC § 51762)
18. Nondiscrimination: Work Experience Education covered by this plan shall be in compliance with Title IX (Nondiscrimination on the Basis of Sex) of the Education Amendments of 1972. (EC § 51762)

I hereby certify that to the best of my knowledge, the provisions for Work Experience Education outlined in this Secondary District Plan meet all California Department of Education requirements.

District Superintendent or Designee

Date

June 26, 2009

Date Local Governing Board Approved: _____ June 25, 2009

Person Preparing Application:

Name: _____ Susan Stocks, Ed.D _____ E-mail: _____ stocks_s@auhsd.us _____

Title: _____ Director, Special Programs _____ Phone: _____ (714) 999-3579 _____

This Secondary District Plan and application for a WEE program must include the **original signature** of the district superintendent or designee along with the following required enclosures:

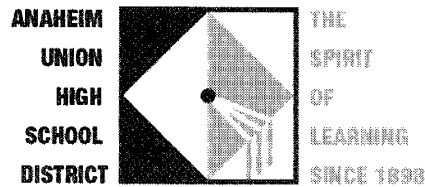
- Enclosures:
- (1) Copy of Board Approving Minutes
 - (2) Course Description w/units of Instruction per semester
 - (3) Copy of Student Training Agreement
 - (4) Description of WEE's procedure for granting school credit
 - (5) Letter of Authorization to Issue Work Permits (**original signature** of the district superintendent or designee)

Submit this Secondary District Plan and application along with all (5) enclosures to:

ROCP & Workforce Development Unit
Attention: Kimberly B. Born
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814
kborn@cde.ca.gov
(916) 319-0498

For State Use Only:

Approved by: _____ Date: _____



Date: June 26, 2009

To: Kimberly B. Born
California Department of Education
Post Secondary Adult Leadership Division
Work Experience Education
1430 N Street Suite 4503
Sacramento, CA 95814

From: Joseph M. Farley, Ed.D., Superintendent
Anaheim Union High School District

Subject: Authorization to Issue Work Permits

This letter officially authorizes personnel, who fill the following positions, to issue work permits, in accordance with Education Code § 49110:

Work Experience Education Coordinators
Guidance Counselors
Assistant Principals
Principals
Director, Special Programs
Designated Education Division Personnel

All authorized personnel have a working knowledge of California Labor Laws and Regulations, as they relate to minors. If there are any questions pertaining to the issuance of work permits, please call Susan Stocks, Ed.D., Director, Special Programs, at (714) 999-3575.

Sincerely,

Joseph M. Farley, Ed.D., Superintendent

Anaheim Union High School District Work Experience Education Course Description

General Work Experience

General Work Experience is an elective class, which combines supervised paid employment in any occupational field, with related classroom instruction in employability skills.

Students will develop work habits, attitudes, self-confidence, and job skills, which can be used to locate, secure, and retain employment in the community.

Related classroom instruction is divided into five primary areas, as derived from the California State Frameworks for Work Experience Education. They are: how to get a job, keep a job, leave a job, economic awareness, and career development. Students enrolled for a second year repeat the five core subject areas, but in an expanded manner, with additional competencies taught. Students also develop a personal portfolio demonstrating their skills and experiences, for use in obtaining future employment.

Exploratory Work Experience

Exploratory Work Experience is an elective course, which combines non-paid job observation and sampling, with related classroom instruction in employability skills. Students will ascertain their interest and suitability for the occupation they are exploring.

Related classroom instruction replicates the curriculum for General Work Experience and includes the development of a personal portfolio. Additional time is given to career development and exploration activities and the skills needed to acquire employment.

**Anaheim Union High School District
General and Exploratory Work Experience Education
Course of Instruction**

Semester I- Lessons-1A

Week	Unit/Assignment
1.	Orientation/Course Requirements
2.	Labor Laws/Hazardous Occupations
3.	Labor Laws/Sexual Harassment
	Unit 1-Getting a Job
4.	Portfolio Assignments
5.	Resumes and References
6.	Employment Applications
7.	Employment Interview Skills
8.	Interview Questions/Discrimination Laws
9.	You're Hired! Forms I-9 and W-4
10.	Portfolio Assignments/ "Thank You" letter
	Unit II-Keeping a Job
11.	Attitude and Reliability Survey/Employer Expectations
12.	Work Situations/Service, Teaming Survey
13.	Don't Get Fired/Employer Expectations
14.	Privacy in the Workplace
15.	Job Safety/Workers' Rights
16.	Employee Contracts/Independent Contractors
	Unit III-Leaving a Job
17.	Letter of Resignation
18.	Rights Upon Termination
19.	Employer Evaluations/Semester Summary

Semester II- Lessons 1B

Week	Unit/Assignment
1.	Orientation/Course Requirements
2.	Labor Laws/Hazardous Occupations
	Unit IV-Economic Awareness
3.	Tax Withholding/ W-4 forms/ Payroll Deductions
4.	Income Tax/W-2 form/1099 form
5.	Fringe benefits/Legislated
6.	Fringe benefits/Optional
7.	Insurance Benefits/Types of Insurance
8.	Retirement/Social Security
9.	Portfolio Assignments/ filing your 1040EZ online
10.	Budgets/Credit/Banking
	Unit V- Career Development
11.	Values Inventory
12.	Skills and Interest Inventories
13.	Career Assessment
14.	Job Outlook Employment Projections
15.	Earning a Living Wage/ Wage information for your career choice
16.	Reality Zone-Which career will finance your lifestyle?
17.	Post-secondary educational choices/college, vocational, apprenticeships

18.	Semester Review and Final Exam
19.	Employer Evaluations/Student Conferences/Portfolio Assessment

Year 2-Semester III-2A

Week	Unit/Assignment
1.	Orientation/Course Requirements
2.	Labor Laws/Hazardous Occupations
3.	Labor Laws/Sexual Harassment
	Unit 1-Getting a Job
4.	Portfolio Assignments
5.	Advanced resume writing/How to electronically post a resume
6.	Employment Applications/How to complete electronic job applications
7.	Pre-employment Screening/Equal Opportunity Legislation
8.	Interview questions/practice interviews
9.	Mock group interviews
10.	Portfolio Assignments/ "Thank You" letter following up an interview
	Unit II-Keeping a Job
11.	Raises and promotions
12.	Sexual Harassment Laws/Hostile Work Environment
13.	Alcohol and Drug Testing in the Workplace
14.	Workplace Violence Prevention/Workplace Safety
15.	How to report an accident and file a Workmen's' Compensation claim
	Unit III-Leaving a Job
16.	Wrongful Termination
17.	Letter of Resignation/Rights upon termination
18.	Wage Claim/How and where to report unfair Labor Practices
19.	Employer Evaluations/Semester Summary

Semester IV-2-B

Week	Unit/Assignment
1.	Orientation/Course Requirements
	Unit IV-Economic Awareness
2.	Tax Withholding/ W-4 forms/ Payroll Deductions
3.	State and Federal Income Taxes
4.	Tax software/How to file 1040 EZ and 540 EZ online
5.	Creating a personal budget/Wants vs. Needs
6.	US Dept. of Education/Bad Credit Hotel assignment
7.	Writing checks/Balancing a checkbook
8.	Interest rates/ Evaluating credit card contracts/ car purchase contracts
9.	Rule of 72/ Saving/investing
10.	Portfolio assignments/Filling out a FAFSA form
	Unit V- Career Development
11.	Developing an Individual Career Plan
12.	Action Plan for college/training/career
13.	California Career Zone research project on career choice
14.	California Career Zone research project/presentation on career choice
15.	Using technology to research career/Labor Market projections
16.	Entrepreneurship/Becoming an Entrepreneur
17.	Balancing Work and personal Life/ Time management
18.	Semester Review and Final Exam
19.	Employer Evaluations/Student Conferences/Portfolio Assessment

**Anaheim Union High School District
Procedures for Granting
Work Experience Education Academic Credit**

The Board of Education of the Anaheim Union High School District shall grant academic credit to each student for the satisfactory completion of Work Experience Education course requirements in an amount not to exceed:

- Exploratory Work Experience Education- Ten (10) semester credits for each semester with a maximum of twenty (20) semester credits. (EC§ 51760.3 § 51762.5 (b) (f) and CCR T5 § 1635)
- General Work Experience Education-Ten (10) semester credits for each semester with a maximum of forty (40) semester credits. (EC§ 51760.3 § 51762.5 (b) (f) and CCR T5 § 1635)

The Anaheim Union High School District shall grant credit on the following basis:

1. Student is employed at an instructor approved workplace under the following conditions:
 - a. Employment is safe, moral, and legal.
 - b. Employer, as required by law, provides Workers' Compensation Insurance coverage whenever there is an employer/employee relationship. Students enrolled in Exploratory WEE are provided Workers' Compensation Insurance through the Anaheim Union High School District. (EC §51768, §51769 and CCR T5 §10071)
 - c. Student receives an itemized statement of wages and deductions.
 - d. Student earns one (1) unit of credit for each twenty five (25) hours of paid employment (General Work Experience) as documented by pay stub. Student earns one (1) unit of credit for each fifteen (15) hours of documented observation in Exploratory Work Experience Education.
 - e. The workplace is observable, open to the public, and permits indiscriminate access to the Work Experience Teacher during regular school hours. (7:30 AM-2:37 PM)
 - f. The workplace is not located on or within private residential property.

- g. The workplace is located within 20 miles of the student's school of attendance.
 - h. Secondary employers such as temporary employment agencies are not permitted.
 - i. The student may not be self-employed or working as an independent contractor.
- 2. Any student under the age of 18(minor) must obtain a valid Work Permit issued by the Anaheim Union High School District. To obtain a Work Permit, the student must:
 - a. Earn a total GPA of 2.0 and be on course to graduate.
 - b. Maintain good school attendance.
 - 3. The school district, employer, parent, and student have developed a formal training agreement describing the responsibilities of each party and stating the job objectives the student is to accomplish at the workplace. This agreement must be renewed with each school year and for each student job.
 - 4. The student submits reports of hours worked on the job, verified by the employer's signature and/or pay check stubs.
 - 5. The student is required to attend one class period of related instruction per week. Course assignments and tests must be completed with a cumulative score of 60% (passing) or higher.

Work Experience Education Job Description

Responsibilities

It is the responsibility of the Work Experience Education Teacher/Coordinator to:

- Comply with the appropriate sections of the California Education Code; the California Code of Regulations; Title 5; the *Secondary District Plan for Work Experience Education (WEE)*; the *Work Permit Handbook, 2007*; state and federal labor laws, and other related codes, and documents.
- Approve students for enrollment in the WEE program.
- Identify the types of WEE in which students are enrolled.
- Complete the Work training Agreement which identifies the responsibilities of the students, employers, parents, guardians, WEE teacher, and the Anaheim Union High School District.
- Approve observation sites or work stations which will enable students to accomplish meaningful learning objectives.
- Prepare individual training plans which outline objectives the students are to accomplish at the observation site or work station.
- Develop plans for Exploratory WEE which specify and limit the number of hours at observation sites.
- Prepare related classroom instruction (See Course Outline) for all related WEE courses.
- Make a minimum of two on-site contacts each semester with work station supervisor(s).
- Issue or verify work permits for students.
- Maintain records as indicated in the *Secondary Plan for Work Experience Education (WEE)*, assurance #15.

Qualifications

A Work Experience Education Teacher/Coordinator must: (EC §51762 and CCR T5 §10075)

- Possess a valid California secondary credential.
- Have two years of occupational experience outside the field of education.
- Have knowledge of the educational purposes, standards, laws, and regulations regarding WEE.
- Possess knowledge of Federal and California State Labor Laws.

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WORK TRAINING AGREEMENT

ANAHEIM UNION HIGH SCHOOL DISTRICT / EDUCATION THROUGH WORK EXPERIENCE

EXPLORATORY GENERAL VOCATIONAL

Work experience education is a unique program in which the student is able to earn high school credit while working. It requires cooperation and communication between school, parent, employer, and student. Please read the following information and indicate your approval by signing the appropriate blank.

STUDENT

Students enrolled in the program must attend related instruction meetings, turn in enrollment forms, written assignments as required, verify hours worked. Students will keep regular attendance both at school and on the job. He cannot work on any school day that he fails to attend classes. Failure to comply can result in loss of credit, which could jeopardize graduation.

STUDENT _____ DATE _____
 (Signature)

PARENTS OR GUARDIANS

I understand the obligation of this agreement and approve the employment of my son or daughter. I give my permission for participation in the Work Experience Education program.

PARENT _____ DATE _____
 (Signature)

EMPLOYER

In General and Vocational Programs I Agree To:

- 1) Cooperate by verifying the hours worked.
- 2) Notify the coordinator of unsatisfactory job performance or job termination.
- 3) Evaluate the student periodically in terms of job performance.
- 4) Consult periodically with the coordinator.
- 5) Comply with federal regulations regarding non-discrimination. Students participating in work experience may not be discriminated against by employer or prospective employer on the basis of race, color, national origin, sex, or handicap in recruitment, hiring, placement, assignment to work tasks, hours of employment, levels of responsibility, or pay.

In the Exploratory Program I Agree To:

- 1) Provide a non-paid career education program.
- 2) Provide vocational information to help students reach their occupational goal.
- 3) Help students understand the relationship between education and job success.
- 4) Help students develop desirable work habits.
- 5) Demonstrate the reality of work by placing the student in a work environment. (During the non-paid phase of the program, he/she will be covered by the school district's insurance).

What type of job will the student be performing? _____

Firm Name _____ Address _____ Phone _____

The employer is in no way obligated to continue the student's employment or give preferential treatment because of this agreement.

EMPLOYER _____ DATE _____
 (Signature)

COORDINATOR

The Work Experience Coordinator will provide the necessary forms for enrollment and evaluation of the student. The coordinator will be assigned to visit the employer periodically, to keep accurate records of the student's progress, to teach related instruction classes, and to keep all parties informed of any change in status of the student. Any questions regarding student performance should be directed to the Work Experience Coordinator.

COORDINATOR _____ DATE _____
 (Signature)

SCHOOL _____ PHONE _____

The Work Experience Coordinator maintains a job placement service at his high school.

EFFECTIVE DATE _____

DISTRIBUTION: White Copy - Coordinator; Yellow Copy - Student; Pink Copy - Employer
 96430 (Form 530 - Revised 8/64)

Statement of Intent to Employ Minor and Request for Work Permit
 Not a work permit – Print all information except signatures

For Minor to Complete ▼

Minor's Last Name	First Name	Social Security Number	Date of Birth	Age	Grade
Street Address	Apartment	City	Zip	Home Telephone	
School					
Street Address		City	Zip	School Telephone	

For Employer to Complete ▼ (Please review rules for employment of minors on page 2)

Name of Business					
Street Address		City	Zip	Business Telephone	
Minor's Work Duties				Hourly Wage	

Maximum number of hours of employment when school is in session:

M		Tu		W		Th		F		Sat		Sun		Weekly:	
---	--	----	--	---	--	----	--	---	--	-----	--	-----	--	---------	--

In compliance with California labor laws, this employee is covered by worker's compensation insurance. This business does not discriminate unlawfully on the basis of race, ethnic background, religion, sex, sexual orientation, color, national origin, ancestry, age, physical handicap, or medical condition. I hereby certify that, to the best of my knowledge, the information herein is correct and true.

Supervisor's Signature	Supervisor's Name (print or type)

For Parent or Guardian to Complete ▼

This minor is being employed at the place of work described with my full knowledge and consent. I hereby certify that, to the best of my knowledge, the information herein is correct and true. I request that a work permit be issued.

In addition to this employer, my child is working for:	
--	--

Signature of Parent or Legal Guardian	Date

For School to Complete ▼

Evidence of Minor's Age	Signature of Verifying Authority

Type:

Regular		Vacation		Year-Round		Work Experience Education	
Other (specify)							

CALIFORNIA DEPARTMENT OF EDUCATION FORM B1-1 (REVISED 12/05) – Reformatted by permission 7/07

IMPORTANT: See page 2 for additional information.

General Summary of Minors' Work Regulations

- **If federal laws, state laws and school district policies conflict, the more restrictive law (the one most protective of the employee) prevails.**
- Generally, minors must attend school until age 18 unless they are 16 years or older and have graduated from high school or received a state Certificate of Proficiency.
- Employers of minors required to attend school must complete a "Statement of Intent to Employ Minor and Request for Work Permit" (form B1-1) for the school district of attendance for each such minor.
- Employers must retain a "Permit to Employ and Work" (form B1-4) for each such minor.
- Work permits (B1-4) must be retained for three years and be available for inspection by sanctioned authorities at all times.
- A work permit (B1-4) must be revoked whenever the issuing authority determines the employment is illegal or is impairing the health or education of the minor.

Minors under the age of 18 may not work in environments declared hazardous or dangerous for young workers as listed below:

1. Explosive exposure
2. Motor vehicle driving/outside helper
3. Coal mining
4. Logging and sawmilling
5. Power-driven woodworking machines
6. Radiation exposure
7. Power-driven hoists/forklifts
8. Power-driven metal forming, punching, and shearing machines
9. Other mining
10. Power-driven meat slicing/processing machines
11. Power-baking machines
12. Power-driven paper products/paper bailing machines
13. Manufacturing brick, tile products
14. Power saws and shears
15. Wrecking, demolition
16. Roofing
17. Excavation operation

For more complete information about hazardous occupations, contact the U.S. Department of Labor (Child Labor Bulletins 101 and 102) and the California Department of Industrial Relations, Division of Labor Standards Enforcement. Regional offices are located in several California cities. They are listed in the "Government Listings" sections of telephone directories.

- Minors younger than 16 years are allowed to work only in limited, specified occupations that exclude baking, manufacturing, processing, construction, warehouse, and transportation occupations.
- In addition to safety regulations, labor laws applicable to adult employees also generally apply to minor employees, including workers' compensation insurance requirements.
- Child labor laws do not generally apply to minors who deliver newspapers or work at odd jobs,

such as yard work and baby-sitting, or in private homes where the minor is not regularly employed.

- A day of rest from work is *required* if the total hours worked per week exceeds 30 or if more than 6 hours are worked on any one day during the week.

Ages	Hours of Work
16-17	<p><i>When school is in session:</i> Daily maximum of 4 hours, Monday through Thursday. May work up to 8 hours on any non-school day or on any day that precedes a non-school day. May be permitted to work up to 48 hours per week. Students in Work Experience Education or cooperative vocational education programs may be permitted to work a maximum of 8 hours on a school day.</p> <p><i>When school is not in session:</i> May work up to 48 hours per week but no more than 8 hours in any one day.</p> <p>Work must be performed no earlier than 5 a.m. or later than 10 p.m. except that work may extend to 12:30 a.m. on nights preceding non-school days. Students in Work Experience Education or cooperative vocational education programs may be authorized to work until 12:30 a.m. on nights preceding school days with specified written permission.</p>
14-15	<p><i>When school is in session:</i> On school days daily maximum 3 hours. On non-school days may work 8 hours. Weekly maximum of 18 hours. Students in Work Experience Education and career exploration programs may work up to 23 hours per week.</p> <p><i>When school is not in session:</i> Daily maximum 8 hours and weekly maximum 40 hours.</p> <p><i>May not work during public school hours</i> except students in Work Experience Education or career exploration programs.</p> <p>Work must be performed no earlier than 7 a.m. nor later than 7 p.m. any day of the week. From June 1 to Labor Day, work hours may be extended to 9 p.m.</p>
Younger than 14	<p>Labor laws generally prohibit non-farm employment of children younger than 14. Special rules apply to agricultural work, domestic work and the entertainment industry.</p>

PERMIT TO EMPLOY AND WORK

Expires:

--

Type:

Regular		Work Experience Education	
Vacation		Other (specify)	
Year-Round		(for Year-Round, specify schedule under "Remarks")	

Maximum Work Hours

School In Session				School Not In Session			
(Any week in which public school is scheduled for at least one day)				(Any week in which public school is <u>not</u> scheduled for at least one day)			
M-Th:		Fri*		Sat:	8	Sun:	8
*And any schoolday that immediately precedes a non-schoolday, e.g., a school holiday.				Monday through Sunday: 8			
Weekly Maximum:		Spread of Hours**		Weekly Maximum:		Spread of Hours**	

****Ages 14/15:** May not work before 7:00 a.m. nor later than 7:00 p.m. except June 1 through Labor Day may work until 9:00 p.m. May not work when public schools are in session unless enrolled in Work Experience Education or career exploration programs (EC 49116; LC 1391).

****Ages 16/17:** May not work before 5:00 a.m. nor later than 10:00 p.m. except when there is no school the next day. Students enrolled in Work Experience Education or cooperative vocational education programs may be exempt from the 10:00 p.m. limit with specified written permission (EC 49116; LC 1391/1391.1).

Spread of hours minor must be in school (required for "Regular" and "Year-Round" permits only)	
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Remarks

- May not be employed in or around hazardous occupations and/or equipment as specified in the Fair Labor Standards Act, U.S. Department of Labor Bulletins 101 and 102, California Labor Code, and California Code of Regulations, Title 8.
- Work Permit does not verify citizenship.
- Under 18 years, may not drive a vehicle on public streets as a condition of employment (VC 12515; LC 1294.1(b)).
- Other Remarks/limitations:

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Valid only at (Name of Business):

--

Minor's Last Name:		First Name:		Phone:	
Social Security #:		Age at Issuance:		DOB:	
Street Address:		City:		Zip:	

School's Name:		Phone:	
Street Address:		City:	

Signature of Minor:		Date:	
Signature of Issuing Authority:		Date:	

California Department of Education Form No. B1-4 (revised 06/03) - Reformatted by permission 7/07

IMPORTANT: See page 2 for additional information

General Summary of Minors' Work Regulations

- **If federal laws, state laws and school district policies conflict, the more restrictive law (the one most protective of the employee) prevails.**
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6. Radiation exposure
7. Power-driven hoists/forklifts
8. Power-driven metal forming, punching, and shearing machines
9. Other mining
10. Power-driven meat slicing/processing machines
11. Power-baking machines
12. Power-driven paper products/paper bailing machines
13. Manufacturing brick, tile products
14. Power saws and shears
15. Wrecking, demolition
16. Roofing
17. Excavation operation

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- Child labor laws do not generally apply to minors who deliver newspapers or work at odd jobs,

such as yard work and baby-sitting, or in private homes where the minor is not regularly employed.

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Ages	Hours of Work
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Work must be performed no earlier than 5 a.m. or later than 10 p.m. except that work may extend to 12:30 a.m. on nights preceding non-school days. Students in Work Experience Education or cooperative vocational education programs may be authorized to work until 12:30 a.m. on nights preceding school days with specified written permission.

14-15	<p><i>When school is in session:</i> On school days daily maximum 3 hours. On non-school days may work 8 hours. Weekly maximum of 18 hours. Students in Work Experience Education and career exploration programs may work up to 23 hours per week.</p>
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When school is not in session: Daily maximum 8 hours and weekly maximum 40 hours.

May not work during public school hours except students in Work Experience Education or career exploration programs.

Work must be performed no earlier than 7 a.m. nor later than 7 p.m. any day of the week. From June 1 to Labor Day, work hours may be extended to 9 p.m.

Younger than 14	<p>Labor laws generally prohibit non-farm employment of children younger than 14. Special rules apply to agricultural work, domestic work and the entertainment industry.</p>
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Anaheim Union High School District
Education Through Work Experience
STUDENT RATING FORM

Student		School	
Employer		Quarter	

Instructions: Please check one statement in each category that best describes your student-learner's attitude and performance. Additional comments are welcomed! After you have completed this rating, please make a copy for your records and submit the original to the coordinator.

PLEASE RETURN THIS COMPLETED FORM TO:

	BY:	
--	------------	--

1. Punctuality

<input type="checkbox"/>	Always on time
<input type="checkbox"/>	Usually on time
<input type="checkbox"/>	Frequently late

2. Attendance

<input type="checkbox"/>	Outstanding
<input type="checkbox"/>	Seldom absent
<input type="checkbox"/>	Frequently absent
	Number of days: <input type="text"/>

3. Personal Appearance

<input type="checkbox"/>	Is appropriately groomed for the job
<input type="checkbox"/>	Should make an effort to improve
<input type="checkbox"/>	Lacks consistency
<input type="checkbox"/>	Careless appearance

4. Attitude Toward Learning

<input type="checkbox"/>	Is enthusiastic
<input type="checkbox"/>	Attentive to direction
<input type="checkbox"/>	Needs to ask more questions
<input type="checkbox"/>	Somewhat indifferent

5. Attitude Toward Supervision

<input type="checkbox"/>	Profits by suggestions
<input type="checkbox"/>	Has difficulty accepting correction
<input type="checkbox"/>	Accepts correction, but does not act on it
<input type="checkbox"/>	Resents correction

6. Relations with Others

<input type="checkbox"/>	Is courteous and considerate of others
<input type="checkbox"/>	Is courteous
<input type="checkbox"/>	Should be more considerate
<input type="checkbox"/>	Has been discourteous

7. Initiative

<input type="checkbox"/>	Initiates tasks; self directed
<input type="checkbox"/>	Requires normal direction
<input type="checkbox"/>	Must have considerable direction

8. Work Habits

<input type="checkbox"/>	Observes safety/sanitation precautions
<input type="checkbox"/>	Generally careful
<input type="checkbox"/>	Careless and unsafe

9. Quality of Work

<input type="checkbox"/>	Is accurate; attentive to details
<input type="checkbox"/>	Usually accurate and reliable
<input type="checkbox"/>	Meets normal requirements
<input type="checkbox"/>	Many errors; a careless attitude

10. Job Performance

<input type="checkbox"/>	Works efficiently
<input type="checkbox"/>	Work output is satisfactory
<input type="checkbox"/>	Lacks consistency
<input type="checkbox"/>	Amount of work is unsatisfactory

11. Suggested Grade

<input type="checkbox"/>	A	Superior
<input type="checkbox"/>	B	Above average
<input type="checkbox"/>	C	Average
<input type="checkbox"/>	D	Below average
<input type="checkbox"/>	F	Unsatisfactory (Failure)

12. Average Hours Per Week

<input type="checkbox"/>	0-9
<input type="checkbox"/>	10-19
<input type="checkbox"/>	20-29
<input type="checkbox"/>	30-39
<input type="checkbox"/>	40 or more

Comments:

Please itemize and evaluate those skills which are basic for your student's job success:

Skills	Above Average	Satisfactory	Needs Improvement (Identify)

Since your student learner's previous rating, he/she has:

Improved: <input type="checkbox"/>	Remained the Same: <input type="checkbox"/>	Worsened: <input type="checkbox"/>
------------------------------------	---	------------------------------------

Evaluator's:

Printed Name: <input type="text"/>	Date: <input type="text"/>
Signature: <input type="text"/>	

SCHOOL PSYCHOLOGY TRAINING PROGRAM:
 PUPIL PERSONNEL SERVICES CREDENTIAL (PPS)
 COLLEGE OF EDUCATION
 CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
 5500 UNIVERSITY PARKWAY
 SAN BERNARDINO, CA 92407

The following is an agreement between California State University, San Bernardino (College of Education) Pupil Personnel Services (PPS) School Psychology Program and district Anaheim Union High School District for purposes of training graduate students in an field experience (UNPAID; NO EXTENSIVE CONTRACT; NO INTERN CREDENTIAL REQUIRED; FORMAL PAID INTERNSHIP REQUIRES FORMAL CONTRACT). This agreement is effective from June 26, 2009 through June 30, 2014.

The university agrees to:

1. Abide by the laws and ethics of state (California Commission for Teacher Credentialing [CCTC]; California Association of School Psychologists [CASP] and national (National Association of School Psychologists [NASP] and American Psychological Association [APA]) organizations.
2. Evaluate students before entering the field experience.
3. Conduct weekly group supervision of two hours at the university site, reviewing cases and issues relevant to training.
4. Communicate with district personnel who supervise the PPS field students.
5. Have university faculty visit the site(s) during the year.

The district agrees to:

1. Have PPS credentialed supervisors with a minimum of two years experience.
2. Supervise field experience students a minimum of two hours face to face per week.
3. Provide a variety of field experiences from K to 12.
4. Abide by the laws and ethics of state (California Commission for Teacher Credentialing [CCTC]; California Association of School Psychologists [CASP] and national (National Association of School Psychologists [NASP] and American Psychological Association [APA]) organizations.
5. Conduct final evaluation of graduate student performance in field experience.

The student is mandated to:

1. Abide by the laws and ethics of state (California Commission for Teacher Credentialing [CCTC]; California Association of School Psychologists [CASP] and national (National Association of School Psychologists [NASP] and American Psychological Association [APA]) organizations.
2. Participate in a variety of School Psychology activities such as assessment, consultation, intervention, research, and prevention in a variety of k-12 settings and diversity of students.
3. Keep track of records and follow student handbook.
4. Join NASP and obtain liability insurance.

CSU University Contact: Dudley J. Wiest, Ph.D. Professor and Coordinator, PPS: School Psychology
 CSU office: (909) 880- 5699 (Office hours 2-4 Tues & Thurs)
 Email: dwiest@csusb.edu
 Home/Orange:(714) 282-2972 Fax: (714) 282-2972

District Contact: Barbara Moore, Ed.D., Director of Special Youth Services

For Customers 100kW or Greater Call: Manny Gonzalez Project Engineer Ph# (714) 765-4124 Fx# (714) 765-4152

Coupon No: 0809002048
 Issue Date: 5/29/2009
 Expiration Date: 7/28/2009



**ANAHEIM PUBLIC UTILITIES
 ENERGY EFFICIENCY INCENTIVE PROGRAM**

CUSTOMER INFORMATION:

Customer Name: Anaheim Union H.S. District (Office)
 DBA Business Name: Anaheim Union H.S. District Federal Tax I.D. 95-6000120
 Account Number: 348443-222558 Rate Schedule: GS-2
 Contact Name: Erik Greenwood Phone Number 714.999-5676
 Installation Address: 500 N Muller St. Anaheim, CA Zip Code 92805

CUSTOMER'S MAILING ADDRESS FOR REBATE CHECK:

Name of Payee: Anaheim Union H.S. District
 Address: 500 N Muller St. Anaheim, CA Zip Code 92805

PROJECT DETAILS:

MEASURE CODE	MEASURE DESCRIPTION	kW SAVINGS	kWh SAVINGS	TONS	SEER / EER	Estimated Rebate Amount.
EE	Power Magnt. For Network Computers	0.0	4,219,584			\$ 43,200.00
Totals		0.0	4,219,584	0.0		\$ 43,200.00

Estd. Proect Cost: \$ 43,200.00 Final Rebate: \$ 43,200.00 Final Project Cost: \$ 43,200.00

AGREEMENT CLAUSE: Your Incentive reservation is held dependent upon the following conditions: 1) We agree as follows: 1) To begin the project within 30 days of initial registration and finish within 30 days of project commencement. 2) To allow APU to verify the sales transaction and installation of the hardware/software specified in this project. 3) To provide the original, itemized, paid proof of purchase (sales slip or invoice). 4) This rebate is not to exceed the cost of materials and labor (cost of licensing fee) or sales slip or invoice) or 100% of cost. 5) Rebate will be calculated per the rebate schedule in effect at the time of approval of this coupon. 6) Rebates are subject to availability of funds. 7) That the rebate may be credited towards any delinquent (as currently defined by the Rates, Rules and regulations for the City of Anaheim) bill(s) for which the customer is responsible whether the account (s) is open or closed. 8) That the City of Anaheim may withhold payment of any rebate until satisfaction of any an all of the above listed conditions are met, and 9) To maintain the kWh savings for a minimum of five (5) years form date of the inspection. 10) This form upon acceptance formalizes this agreement.

Acceptance Agreement

Signature: _____ Title Deputy Superintendent
 Printed Name: Tim Holcomb Company: Anaheim Union H.S. District (Office)

Anaheim Public Utilities Use Only (Dept. Worksheet Must be Attached for each Project)

Date Inspected :	_____	Inspector Signature	_____
Total Rebate Amount:	_____	Inspector Signature	_____
Authorized Signature No. 1:	_____		
Authorized Signature No. 2:	_____		
Check No.	_____	Date Issued:	_____
		Date Distributed:	_____



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

Telephone:
 (916) 445-7254 or (888) 921-2682
 E-mail: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2009/2010
 Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Anaheim Union HSD #64 District CDS Code: 030/64/66431
 Name of County: Orange County CDS Code: 66431

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 25 / 09 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2010.

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

Joseph M Farley, Ed. D.

Superintendent

Name
 (714) 535-1706

Signature
 (714) 999-3501

Title
 06/25/2009

Fax Number

Telephone Number

Date

501 Crescent Way, Anaheim, CA 92803-3520

Mailing Address

Farley_J@AUHSD.US

E-Mail Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

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

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

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	Estimated Number Needed
CLAD (applicant already holds teaching credential)	100
BCLAD (applicant already holds teaching credential)	100
List target language(s) for BCLAD: <u>Spanish, Mandarin, Chinese, Korean,</u> <u>Japanese, Vietnamese</u>	
Resource Specialist	10
Teacher Librarian Services	10
Visiting Faculty Permit	10

LIMITED ASSIGNMENT PERMITS

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	10
TOTAL	20

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

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

If yes, how many interns do you expect to have this year? 20

If yes, list each college or university with which you participate in an internship program.
CSUF, CSULB, Alliant, National University, APU, University of Redlands, UCI,
CSUDH

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

AMENDMENT TO CONSULTING AGREEMENT

UC Irvine, Irvine Math Project
5171 California Avenue Suite 150, Irvine 92697

THIS AMENDMENT is made and entered into this 25th day of June, 2009, by and between The Regents of the University of California, "Irvine Math Project", hereinafter referred to as "Consultant", and the Anaheim Union High School District hereinafter referred to as "District".

1. ADDITIONAL SERVICES TO BE PROVIDED BY CONSULTANT (Irvine Math Project):
To write curriculum for, prepare and lead a 2 days of professional development for the math faculty of Sycamore Junior High School. Professional development will include reading and discussing research about math teaching and learning, training on the implementation of the new curriculum guides and research-based math content activities the teachers will do and then be able to use in their classrooms. All math content activities will be outlined in the pacing guides so that teachers have opportunity to use them in the with their students. Time will also be devoted to assisting the staff in preparing and analyzing data from exams as well as effective use of PLC time, homework and classroom management.
2. The Consultant will commence providing services under this AGREEMENT from December 3, 2008 through February 26, 2009.
3. The District shall pay the Consultant a total amount not to exceed \$3,300 (Three-thousand, three-hundred dollars) for services rendered pursuant to this Agreement.
4. The District will prepare and furnish to the Consultant upon request such information as is reasonably necessary to the performance of the Consultant to the AGREEMENT.
5. The District may at any time for any reason terminate this AGREEMENT and compensate Consultant only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of

service by Consultant. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

6. Consultant shall defend, indemnify and hold harmless District, its officers, employees, and agents from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Consultant, its offices, employee, or agents.

District shall defend, indemnify and hold harmless Consultant, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damage are caused by or result from the negligent or intentional acts of omissions of District, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

7. This AGREEMENT is not assignable without written consent of the parties hereto.
8. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances including worker's compensation,
9. Consultant, if an employee of another public agency, certifies that Consultant will 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 this AGREEMENT.

public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

CONSULTANT

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: 

By: _____

Harry Gunther, Director
Materiel & Risk Management

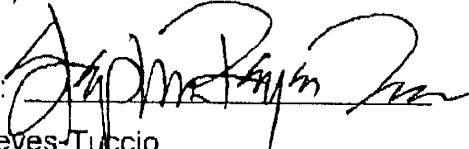
Frederick Navarro
Assistant Superintendent, Education

The Regents of the University of California
Center for Educational Partnerships
5171 California Avenue, Suite 150
Irvine, CA 92697-2505

Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92801

DATE: 5/27/09

DATE: _____

Approved by: 
Stephanie Reyes-Tuccio
Director, Center for Educational Partnerships

Date: 5-26-09

Federal Tax ID# 95-2226406

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

EDUCATIONAL CONSULTING AGREEMENT AMENDMENT

THIS AGREEMENT AMENDMENT is made and entered into this

25 th	day of	June	2009
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in reference to the Consulting Agreement by and between

Puleo Educational Consulting

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

February 12, 2009

and amends said Consulting Agreement as follows:

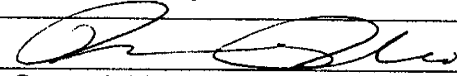
1) The consultant will provide training to Sycamore Junior High School English, social studies, and math departments. Teachers will work with the consultant to effectively analyze and modify lessons, as needed, to guarantee that subject specific curriculum is aligned with grade level standards. Teachers will learn to use standards alignment software, and to streamline the curriculum calibration process. They will also work on how to implement a broader use of research-proven instructional strategies, to increase access to core subject area curriculum.

2) The consultant will provide two training sessions, conducted at each school, for all AUHSD school administrative teams. The first training session will focus on how to conduct onsite learning walks, and determine if the curriculum observed is at grade level, and/or aligned with state standards. The administrative team will also learn how to conduct effective post-observation conferences. The second training session will focus on teaching the administrative team to peer coach, for the purpose of working with staff, on standards alignment and generating effective feedback.

It is requested to amend the original ending date approved at the February 12, 2009, board meeting, from June 30, 2009, to June 30, 2010.

All other terms and conditions of the original agreement will remain in force.

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Puleo Educational Consultant	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Typed Name of Assistant Superintendent:	
Pat Puleo, Owner	Frederick Navarro
Authorized Signature:	
Signature of Assistant Superintendent:	
	
Street Address:	
Street Address:	
2290 La Mer Court	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
City, State, Zip Code	
Costa Mesa, CA 92627	Anaheim, CA 92803-3520
Date:	
Date:	
June 3, 2009	


Mark Appropriately:

Independent/Sole Proprietor:	Yes
Corporation:	No
Partnership:	No
Other/Specify:	No

Social Security Number* or Federal Identification Number*

--	--

*Or, initial here:

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

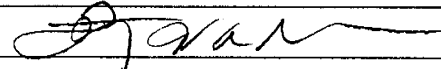
Telephone Number: E-mail Address:

(949) 548-7051	ppuleo@gmail.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: 6/4/09
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ANAHEIM UNION HIGH SCHOOL DISTRICT
MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 25th day of June, 2009, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Anaheim Union High School District, 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer Medi-Cal Administrative Activities (MAA) as described in the California Welfare and Institutions Code, Section 14132.47(c) (1); and

WHEREAS, the goal of the Medi-Cal Administrative Activities (MAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and
2 potentially eligible individuals, and their families where
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;
4 and

5 WHEREAS, DISTRICT is providing Medi-Cal Administrative
6 Activities and wishes to participate in the Medi-Cal Administrative
7 Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one
10 (1) year commencing on July 1, 2009, and ending on June 30, 2010,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT - In the event funding is
13 continued by the State of California - Department of Health Care
14 Services for any period or periods from July 1, 2009 through June
15 30, 2010, SUPERINTENDENT'S responsibilities shall include the
16 following:

17 a. Certify to the STATE the amount of DISTRICT'S general
18 funds or any other funds allowed under federal law and
19 regulation expended on the allowable "Program
20 activities".

21 b. Certify to the STATE the availability and expenditure of
22 one hundred percent (100%) of the non-federal cost of
23 performing Program activities.

24 c. Certify to the STATE that DISTRICT expenditures
25 represent costs that are eligible for federal financial
participation for that fiscal year.

- 1 d. Act as liaison between STATE and DISTRICT.
- 2 e. Represent DISTRICT'S issues, concerns, and questions at
- 3 scheduled statewide LEC Committee meetings and MAA
- 4 Program work groups.
- 5 f. As mandated by STATE, attend STATE trainings.
- 6 g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings
- 7 and trainings.
- 8 h. On behalf of STATE, provide STATE approved training
- 9 materials and updates to DISTRICT.
- 10 i. On behalf of STATE, provide Program technical
- 11 assistance.
- 12 j. Review time survey trainings conducted by or for the
- 13 DISTRICT.
- 14 k. Review DISTRICT'S quarterly time survey forms for
- 15 accuracy and completeness and request corrections if
- 16 necessary.
- 17 l. Review and submit the detailed quarterly invoice with
- 18 Claiming Unit Functions Grid to the STATE on behalf of
- 19 the DISTRICT and convey to the DISTRICT by warrant all
- 20 funds received on behalf of DISTRICT from the STATE less
- 21 any amount due the SUPERINTENDENT as defined in Section
- 22 5.0 of this AGREEMENT. No funds will be conveyed to
- 23 DISTRICT for invoices that have been disallowed by the
- 24 STATE.
- 25 m. Monitor compliance of DISTRICT with all Federal, State,
- and SUPERINTENDENT'S PROGRAM requirements.

1 n. Review DISTRICT'S Operational Plan Audit/File at least
2 once every three (3) years.

3 o. Designate an employee to act as liaison to DISTRICT
4 regarding issues relating to this AGREEMENT.

5 3.0 RESPONSIBILITIES OF DISTRICT - In the event funding is
6 continued by the State of California - Department of Health Care
7 Services for any period or periods from July 1, 2009 through June
8 30, 2010, DISTRICT'S responsibilities shall include the following:

9 a. Assess MAA claiming potential within the DISTRICT and
10 determine which staff will participate in the time
11 survey and what direct charges, if applicable, will be
12 claimed.

13 b. Certify to the SUPERINTENDENT and STATE the amount of
14 DISTRICT'S general funds or any other funds allowed
15 under Federal law and regulations expended on the
16 allowable "Program activities".

17 c. Comply fully with all Title XIX Federal, State, and
18 SUPERINTENDENT'S Program requirements.

19 d. Certify to SUPERINTENDENT and STATE the availability and
20 expenditure, from allowable non-federal funding sources,
21 of one hundred percent (100%) of the cost of performing
22 Program activities.

23 e. Certify to SUPERINTENDENT and STATE expenditures
24 represent costs that are eligible for federal financial
25 participation for that fiscal year.

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- f. If subcontracting for Program coordination and training, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor.
 - g. Ensure that DISTRICT'S designated MAA Coordinator attends quarterly Region 9 LEC MAA Coordinators trainings and meetings.
 - h. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, time surveys, reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.
 - i. Conduct time survey trainings for all DISTRICT survey participants.
 - j. Complete time studies, as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.
 - k. Ensure that MAA Time Survey forms are properly administered according to Federal, STATE, and SUPERINTENDENT requirements.
 - l. Ensure that Time Surveys needing correction are corrected prior to inclusion in the MAA quarterly invoice.
 - m. Provide SUPERINTENDENT with copies of completed quarterly Time Survey forms upon request.

1
2 n. Develop and maintain an Operational Plan/Audit File to
3 include at a minimum the following:

- 4 • Training materials and original attendance
5 sheets
- 6 • Original Time Survey forms and other Time
7 Survey documentation, including validation of
8 time survey participant attendance for the time
9 survey period
- 10 • Time certification and supporting documentation
11 for direct charge staff
- 12 • Claiming Unit Functions Grids
- 13 • Position Descriptions/Duty Statements
- 14 • Medi-Cal Percentage documentation
- 15 • Invoice documents and supporting documentation.
- 16 • Contracts/MOU
- 17 • Organizational Charts
- 18 • Resource Directories
- 19 • Program review documentation

20 o. Prepare and certify school-based MAA Invoice and
21 Claiming Unit Functions Grid in conformance with STATE
22 requirements.

23 p. Submit quarterly claim to SUPERINTENDENT within twelve
24 (12) months following the end of the quarter.

25 q. Provide SUPERINTENDENT with copies of MAA invoice
supporting documentation upon request.

r. Maintain Program claim documentation for a period of not
less than three (3) years after the quarterly invoice
payment is received. If an audit is in progress, all
records relevant to the audit shall be retained until
completion of the audit or final resolution, whichever
is later. Such documentation shall be subject, at all

1 reasonable times, to inspection and/or audit by the CMS,
2 Federal, STATE, and/or SUPERINTENDENT.

3 s. In the event an Invoice/Claiming Unit Functions Grid is
4 revised or is disallowed by STATE, agree to reimburse
5 SUPERINTENDENT within thirty (30) days of receipt of an
6 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S
7 payment to the STATE for DISTRICT'S revised or
8 disallowed Invoice/Claiming Unit Functions Grid.

9 t. Ensure no duplicative billings.

10 u. Hold SUPERINTENDENT harmless from any federal
11 disallowance of MAA claim payments made to DISTRICT by
12 the STATE.

13 v. Designate an employee to act as a liaison with
14 SUPERINTENDENT to provide DISTRICT specific information
15 relative to MAA Program administration and fiscal
16 issues.

17 w. Complete and return with the fully executed AGREEMENT,
18 SUPERINTENDENT'S Medi-Cal Administrative Activities
19 (MAA) District Information 2009/2010 form, Exhibit "A",
20 attached hereto and incorporated by reference herein.

21 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
22 DISTRICT'S responsibilities outlined in Section 3.0 of this
23 AGREEMENT and after SUPERINTENDENT has received reimbursement from
24 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT
25 shall convey to DISTRICT by warrant, all funds received on behalf of
DISTRICT from the STATE less any amount due the SUPERINTENDENT and

1 STATE as determined in Section 5.0 below. No funds will be conveyed
2 to DISTRICT for invoices that have been revised or disallowed by the
3 STATE. Payment to DISTRICT shall be made within forty-five (45)
4 days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

5 5.0 FEE SCHEDULE.

6 A. Annual STATE Participation Fee. SUPERINTENDENT will be
7 responsible for DISTRICT share of the STATE Participation Fee, which
8 is based on the STATE'S cost for administering the MAA claiming
9 process. In the event that the STATE costs for the 2009/2010 fiscal
10 year exceed the amount of the STATE costs for the 2008/2009 fiscal
11 year contracted with SUPERINTENDENT, SUPERINTENDENT will reduce
12 DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S share of
13 the STATE Participation Fee increase.

14 B. SUPERINTENDENT'S Administrative Support Fees. After
15 SUPERINTENDENT has received reimbursement from the STATE for
16 DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to
17 DISTRICT an amount equal to the Federal share of cost received as
18 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a
19 five percent (5%) fee per quarterly claim which will be used to
20 support SUPERINTENDENT'S MAA administration.

21 C. The obligations of SUPERINTENDENT and DISTRICT under this
22 AGREEMENT are contingent upon the availability of funds furnished by
23 the United States Government. In the event that such funding is
24 terminated or reduced, this AGREEMENT may be terminated, and
25 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall
be limited to a pro rated amount of funding actually received by the

1 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT.
2 SUPERINTENDENT shall provide DISTRICT written notification of such
3 termination. Notice shall be deemed given when received by the
4 DISTRICT or no later than three (3) days after the day of mailing,
5 whichever is sooner.

6 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
7 this AGREEMENT, shall be and act as an independent contractor.
8 SUPERINTENDENT understands and agrees that he/she and all of his/her
9 employees shall not be considered officers, employees or agents of
10 the DISTRICT, and are not entitled to benefits of any kind or nature
11 normally provided employees of the DISTRICT and/or to which
12 DISTRICT'S employees are normally entitled, including, but not
13 limited to, State Unemployment Compensation or Workers'
14 Compensation. SUPERINTENDENT assumes full responsibility for the
15 acts and/or omissions of his/her employees or agents as they relate
16 to the services to be provided under this AGREEMENT. SUPERINTENDENT
17 shall assume full responsibility for payment of all federal, state
18 and local taxes or contributions, including unemployment insurance,
19 social security and income taxes with respect to SUPERINTENDENT'S
20 employees.

21 7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times
22 enforce appropriate discipline and good order among its employees
23 and shall not knowingly employ any unfit person or anyone not
24 skilled in providing the services required under this AGREEMENT.
25 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S
opinion, is incompetent, unfit, intemperate, troublesome or

1 otherwise undesirable shall be excluded from providing services
2 under this AGREEMENT and shall not again provide services except
3 with written consent of DISTRICT.

4 8.0 COPYRIGHT.

5 A. DISTRICT understands and agrees that all forms, plans, and
6 related instructional materials developed by SUPERINTENDENT or
7 DISTRICT under this AGREEMENT shall become the exclusive property of
8 Department of Health Care Services. The Department of Health Care
9 Services shall have all right, title and interest in said matters,
10 including the right to secure and maintain the copyright, trademark
11 and/or patent all forms and related instructional materials
12 developed under this AGREEMENT.

13 9.0 HOLD HARMLESS.

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

22 B. DISTRICT hereby agrees to indemnify, defend, and hold
23 harmless SUPERINTENDENT, the Orange County Board of Education, and
24 its officers, agents, and employees from liability and claims of
25 liability for bodily injury, personal injury, sickness, disease, or
death of any person or persons, or damage to any property, real,

1 personal, tangible or intangible, arising out of the negligent acts
2 or omissions of employees, agents or officers of DISTRICT during the
3 term of this AGREEMENT.

4 10.0 CONFIDENTIALITY.

5 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality
6 of their respective records and information, governing the
7 confidentiality of client or student information for Medi-Cal
8 clients served under this AGREEMENT. Applicable laws include, but
9 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
10 431.300, Welfare and Institutions Code, Section 14100.2 and 22
11 California Code of Regulations Section 51009 and all applicable
12 federal and/or state laws or regulations as each may now exist or be
13 hereafter amended. The confidentiality obligations contained in
14 this section shall survive termination of this AGREEMENT.

15 B. DISTRICT understands and agrees to take all reasonable
16 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S
17 agents' proprietary data provided for purposes of this AGREEMENT
18 hereinafter defined as; data file specifications, related
19 instructions, management reports, training materials, plans or other
20 information relating to the performance of SUPERINTENDENT'S agents
21 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant
22 to this AGREEMENT. DISTRICT shall not during or after the term of
23 this AGREEMENT, permit the copying, duplication, or use of any of
24 SUPERINTENDENT'S agents' proprietary data by or to any person other
25 than authorized employees, agents or representatives of DISTRICT.

1 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
2 to assure that the information supplied to SUPERINTENDENT hereunder
3 shall be true, complete, and accurate in all respects. DISTRICT
4 shall assume sole responsibility for the truth, completeness and
5 accuracy of all information supplied to SUPERINTENDENT and agrees
6 that SUPERINTENDENT shall have no responsibility or liability for
7 the truth, completeness or accuracy of any information submitted by
8 DISTRICT hereunder.

9 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
10 for damages or losses to DISTRICT employees, agents, independent
11 contractors or students relating to lost medical services or lost
12 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
13 any sums DISTRICT does not obtain in reimbursement from the STATE,
14 or for any incidental, indirect, special or consequential damages to
15 DISTRICT arising from the denial of any request for reimbursement
16 from the STATE.

17 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
18 AGREEMENT shall not be assigned by the DISTRICT without prior
19 written approval of SUPERINTENDENT.

20 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
21 must meet the approval of the DISTRICT and shall be subject to the
22 DISTRICT'S general right of inspection to secure the satisfactory
23 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
24 with all federal, state and local laws, rules, regulations and
25 ordinances that are now or may in the future become applicable to
SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in

1 operations covered by this AGREEMENT or accruing out of the
2 performance of such operations.

3 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
4 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
5 employ any unlawful discriminatory practices in employment of
6 personnel or in any other respect on the basis of sex, race, color,
7 ethnicity, national origin, ancestry, religion, age, martial status,
8 medical condition, sexual orientation, physical or mental disability
9 or any other protected group in accordance with the requirements of
10 all applicable Federal or State law.

11 16.0 TOBACCO USE POLICY. In the interest of public health,
12 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
13 use of any tobacco products are prohibited in buildings and
14 vehicles, and on any property owned, leased or contracted for by the
15 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
16 to abide with conditions of this policy could result in the
17 termination of this AGREEMENT.

18 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
19 or without cause, terminate this AGREEMENT with the giving of thirty
20 (30) days prior written notice to the other party.

21 18.0 NOTICE. All notices or demands to be given under this
22 AGREEMENT by either party to the other shall be in writing and given
23 either by: (a) personal service or (b) by U.S. Mail, mailed either
24 by registered or certified mail, return receipt requested, with
25 postage prepaid. Service shall be considered given when received if
personally served or if mailed on the third day after deposit in any

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

5 DISTRICT: Anaheim Union High School District
6 501 Crescent Way
7 Anaheim, California 92803
8 Attn: _____

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

14 19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
15 redress for violation of, or to insist upon, the strict performance
16 of any term or condition of this AGREEMENT shall not be deemed a
17 waiver by that party of such term or condition, or prevent a
18 subsequent similar act from again constituting a violation of such
19 term or condition.

20 20.0 SEVERABILITY. If any term, condition or provision of this
21 AGREEMENT is held by a court of competent jurisdiction to be
22 invalid, void, or unenforceable, the remaining provisions will
23 nevertheless continue in full force and effect, and shall not be
24 affected, impaired or invalidated in any way.

25 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
shall be governed by the laws of the State of California with venue
in Orange County, California.

22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire agreement among the Parties to
it and supercedes any prior or contemporaneous understanding or

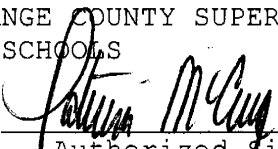
1 agreement with respect to the services contemplated, and may be
2 amended only by a written amendment executed by both Parties to the
3 AGREEMENT.

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

5 DISTRICT: ANAHEIM UNION HIGH
6 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

7 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

8 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

9 TITLE: _____

TITLE: Coordinator

10 DATE: _____

DATE: May 21, 2009

11 _____
FEDERAL IDENTIFICATION NUMBER

12
13
14
15
16 AUHSD-MAA(34333)2010
ZIP4

17
18
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**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
DISTRICT INFORMATION
2009/2010**

1. DISTRICT

Anaheim Union High School District Orange
District Name *County*

Claiming Unit: Anaheim Union High School District

2. DISTRICT MAA COORDINATOR

Kathleen Strobel Coordinator, Health Services
Name *District Job Title*

1800 W. Ball Rd. Anaheim, CA 92804
Street Address *City, State* *Zip*

501 Crescent Way Anaheim, CA 92803
Mailing Address *City, State* *Zip*

714-999-0814 714-999-6938 strobel_k@auhsd.us
Phone (please include extension) *Fax* *Email*

3. SUPERVISOR OF DISTRICT MAA COORDINATOR

Dr. Barbara Moore Director, Special Youth Services
Name *District Job Title*

714-999-3527 714-999-0622 moore_b@auhsd.us
Phone (please include extension) *Fax* *Email*

4 (a) ALTERNATE DISTRICT CONTACT - MAA COORDINATOR DESIGNEE

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

(b) ALTERNATE DISTRICT CONTACT - FISCAL DESIGNEE

Karen Orr Accounting Manager
Name *District Job Title*

714-999-2382 714-991-5407 orr_k@auhsd.us
Phone (please include extension) *Fax* *Email*

5. DATES MAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER

June 2009: June 26, 2009 through July 2009: _____

August 2009: August 14, 2009 September 2009: _____

Kathy Strobel will be checking email while off duty.

Alternate District Contact during summer (June – September, 2009)

Phone strobel_k@auhsd.us
Email

6. FIRST STUDENT ATTENDANCE DATE(S) August 31, 2009 _____, 2009

7. STUDENT ATTENDANCE BREAKS - Winter: Dec 21, 2009 to Jan 1, 2010, 2010

- Spring: Apr 5, 2010 to Apr 9, 2010, 2010

8. MAA COORDINATION & TRAINING SUBCONTRACTOR

Company Name

Contact Contact Job Title

Mailing Address City, State Zip

Phone Fax Email

Jeannette Landgraf
PRINTED NAME OF PERSON FILLING OUT FORM

Senior Administrative Assistant
JOB CLASSIFICATION TITLE

May 14, 2009
DATE

**SCHOOL
FACILITY
CONSULTANTS****School Facility Consultants
Contract for Services with
Anaheim Union High School District**

1130 K STREET, LL12
 SACRAMENTO, CA 95814
 PHONE: (916) 441-5063
 FACSIMILE: (916) 441-2848
 WWW.S-F-C.ORG

This document represents an agreement between **Anaheim Union High School District**, herein referred to as the Client, and **School Facility Consultants**, herein referred to as the Contractor.

For the remuneration stipulated, the Contractor shall provide the following services:

- Assist Client to determine and maximize eligibility for State funding of new school construction and/or modernization of school facilities under the State School Facility Program.
- Assist Client with preparation and submittal of State applications required for eligible new construction and/or modernization projects.
- Work closely with the District, architect, and all applicable State Agency staffs to make certain all projects are moving through the approval process in a timely manner.
- Monitor meetings of the State Allocation Board and the Office of Public School Construction and Legislative Committees on issues affecting the District's applications.
- Assist client with School Facility Program project close-out issues.
- Assist client with interactions with the Office of Public School Construction, including attending meetings as advisor to the Client.
- Assist Client with planning services, as requested by the Client, and as accepted by the Contractor.

For the services delineated above, the Client shall pay the Contractor at the hourly rate below. The fee shall cover all normal business expenses incurred in Sacramento by the Contractor on behalf of the Client. Client agrees that if it becomes necessary for a Consultant from School Facility Consultants to visit the Client, the Client will pay for travel time per the rate schedule below. Client also agrees to reimburse Contractor for all necessary and pre-approved travel expenses.

Hourly Rate Schedule

Principal	\$190 per hour
Director/Senior Consultant	\$150 per hour
Consultant	\$130 per hour
Research Analyst	\$120 per hour


The District shall be responsible for reviewing and verifying all data included in documents, forms and reports prepared by the Contractor on behalf of the Client. The District shall be responsible for

meeting any certification requirements and shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms and reports.

It is understood that the Contractor shall function as an independent contractor without authority to obligate the Client or District for any indebtedness or other commitments. The Contractor will accurately and fairly represent the District's position.

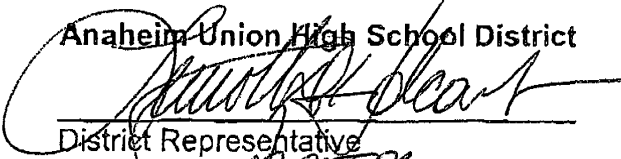
The terms of the agreement shall remain in force unless mutually amended. This agreement may be terminated by either party upon 30 days written notice.

School Facility Consultants



Alexander R. Murdoch, Vice President
Date: 07/26/06

Anaheim Union High School District



District Representative
Date: 07/26/06

ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Stutz Artiano Shinoff & Holtz, APC ("Attorneys"), agree to provide legal services to Anaheim Union High School District, (the "District") on the terms set forth below:

1. SCOPE OF SERVICES: The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. CLIENT'S DUTIES: The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. LEGAL FEES: The District agrees to pay for legal services as follows:

- a. Paralegal services at \$72.00 per hour;
- b. Associate attorneys' time at \$160.00 per hour; and,
- c. Partner's time at \$170.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

4. COSTS: All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES:** Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, *et seq.*

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall be effective for the period of July 1, 2009 through June 30, 2010 and continuing unless terminated by either party.

DATED: _____

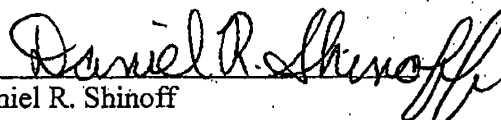
ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____

Dr. Joseph Farley, Superintendent

DATED: 6/4/09

STUTZ ARTIANO SHINOFF & HOLTZ


Daniel R. Shinoff

BEST BEST & KRIEGER

ATTORNEYS AT LAW

INDIAN WELLS
(760) 568-2611

IRVINE
(949) 263-2600

LOS ANGELES
(213) 617-8100

ONTARIO
(909) 989-8584

655 West Broadway, 15th Floor
San Diego, California 92101
(619) 525-1300
(619) 233-6118 Fax
BBKlaw.com

RIVERSIDE
(951) 686-1450

SACRAMENTO
(916) 325-4000

WALNUT CREEK
(925) 977-3300

Mary Beth Coburn
(619) 525-1369
MaryBeth.Coburn@bbklaw.com
File No. 15280.00000

June 3, 2009

ATTORNEY/CLIENT PRIVILEGE

VIA E-MAIL & U.S. MAIL

Mr. Tim Holcomb
Deputy Superintendent
ANAHEIM UNION HIGH SCHOOL DISTRICT
501 N. Crescent Way
P.O. Box 3520
Anaheim, CA 92803-3520

Re: Anaheim Union High School District
Best Best & Krieger LLP Legal Services

Dear Mr. Holcomb:

Pursuant to discussions with District staff, this letter provides a general explanation of anticipated legal fees to be incurred through June 30, 2010.

As you know, Best Best & Krieger LLP is currently providing legal services primarily related to the litigation resulting from District's Facilities and Construction Program. At this point, we continue to defend the District in several litigation matters, most significantly, the coordinated cases involving Measure Z Phase I Projects and adverse parties Turner Construction, Turner Logistics, Flewelling & Moody, The Hartford, USS Cal Construction and Anderson & Howard.

In our June 4, 2008 correspondence we anticipated our effort to average \$60,000 per month and suggested that the District increase the fee cap of our Legal Services Agreement by \$720,000 for services through June 2009. Due in large part to expert witness fees, which were expressly not included in our June 2008 correspondence, BBK's defense of these matters will exceed this authorization. As such, we request that the District increase the fee cap for legal services through June 2009 by an additional \$260,000. This amount also includes work on matters that arose over the last few months including the developer fee deferral and issues arising from USSCal's failure to properly close out the current Anaheim High School Project.

SDLIT381597.1

Mr. Tim Holcomb
June 4, 2009
Page 2

In addition, we anticipate our effort for services through June 2010 to average \$50,000.00 per month and suggest that the District increase the fee cap of our Legal Services Agreement by \$600,000.00 for services through June 2010.

We look forward to continuing our working relationship with Anaheim Union High School District. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



Mary Beth Coburn
of BEST BEST & KRIEGER LLP

MBC/ah

ANAHEIM UNION HIGH SCHOOL DISTRICT
SPECIAL YOUTH SERVICES
CRESCENT WAY P.O. BOX 3520
ANAHEIM, CALIFORNIA 92803

EXHIBIT W

TRANSPORTATION AGREEMENT

This is to certify that "Parent" agrees to the following method of transportation during the extended and regular school year 2009-2010:

Parent will provide transportation from her home at Street, Anaheim, California, 92805 to University High School, where the student attends the OCDE Hearing Impaired Program located at 4771 Campus Drive, Irvine, California 92612 and will be reimbursed at the rate of 0.55¢ per mile, for a total of 36.64 miles daily, for up to 212 days during the extended and regular school year 2009-2010, not to exceed 212 days beginning June 22, 2009, through June 23, 2010. The maximum amount approved is as follows:

$$.55¢ \text{ mi} \times 36.64 \text{ mi rd trip} = \$20.15 \times 212 \text{ days} = \$4,271.80$$

Invoicing to the district is required monthly listing date of transporting student to University High School and verified by attendance records.

During the entire term of this agreement, and any extension or modification thereof, Parent shall keep in effect a policy or policies of liability insurance, including coverage on owned and non-owned automobiles, of at least \$100,000.00 for each person, and \$300,000.00 for each accident or occurrence for all damages arising out of deaths, bodily injury, sickness or diseases from any one accident or occurrence, and \$25,000.00 for all damages arising out of injury to or destruction of property for each accident or occurrence. Parent agrees to provide a copy of their insurance policy to the district prior to transporting student. Parent agrees to indemnify and hold district harmless for any act of family in providing said transportation.

The following person is authorized to transport from her home to University High School:

Parent Signature: _____ Date: 6/8/09

Barbara Moore, Ed.D., Director: Barbara Moore Date: 6-9-09
Special Youth Services

Board Approved: _____
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT
SPECIAL YOUTH SERVICES
CRESCENT WAY P.O. BOX 3520
ANAHEIM, CALIFORNIA 92803

EXHIBIT X

TRANSPORTATION AGREEMENT

This is to certify that _____ "Parents"
agree to the following method of transportation during the extended and regular
school year 2009-2010:

Parents will provide _____ transportation from his home at
Anaheim, California, 92801 to Oak Middle School, located at 10821 Oak
Street, Los Alamitos, California 90720 and will be reimbursed at the rate of \$60.00
per day, for up to 204 days during the 2009-2010 extended and regular school year,
not to exceed 204 days beginning June 25, 2009, through June 17, 2010. The
maximum amount approved is as follows:

\$60.00 per day x 204 days = \$12,240.00

Invoicing to the district is required monthly listing date of transporting student to
Oak Middle School and verified by attendance records.

During the entire term of this agreement, and any extension or modification thereof,
Parents shall keep in effect a policy or policies of liability insurance, including
coverage on owned and non-owned automobiles, of at least \$100,000.00 for each
person, and \$300,000.00 for each accident or occurrence for all damages arising out
of deaths, bodily injury, sickness or diseases from any one accident of occurrence,
and \$25,000.00 for all damages arising out of injury to or destruction of property for
each accident or occurrence. Parents agree to provide a copy of their insurance
policy to the district prior to transporting student. Parents agree to indemnify and
hold district harmless for any act of family in providing said transportation.

The following persons are authorized to transport _____ from his home to
Oak Middle School:
father.

Parent Signature: _____ Date: 5-20-09

Parent Signature: _____ Date: 5/20/09

Barbara Moore, Ed.D., Director: B Moore Date: 5/19/09
Special Youth Services

Board Approved: _____
Date

**Instructional Materials Submitted for Adoption
June 25, 2009**

Display Period June 4, 2009–June 25, 2009

Curriculum	Basic/ Suppl	Course Name/ Number	GR	Title	Publisher
English Language Arts	Suppl	Science Fiction: A Glass Darkly/ Course #1573	12	<i>Ender's Game</i> by Orson Scott Card	Tor Books
English Language Arts	Suppl	Science Fiction: A Glass Darkly/ Course #1573	12	<i>I, Robot</i> by Isaac Asimov	Bantam Books
English Language Arts	Suppl	Science Fiction: A Glass Darkly/ Course #1573	12	<i>The Prentice Hall Anthology of Science Fiction and Fantasy</i> by Garyn G. Roberts	Prentice Hall
English Language Arts	Suppl	English 7/ Course #s 1330, 1332, and 1335	7	<i>Grammar for Writing, McDougal Littell California Literature, Grade 7</i>	Holt McDougal
English Language Arts	Suppl	English 8/ Course #s 1350, 1352, and 1355	8	<i>Grammar for Writing, McDougal Littell California Literature, Grade 8</i>	Holt McDougal
Foreign Language	Suppl	Spanish for Spanish Speakers 1A, 1B, 1/ Course #s 2141, 2151, 2167	7-8	<i>El Lazarillo de Tormes</i>	Lectorum

Disposal of Surplus Miscellaneous Furniture and Equipment

Quantity	Description
1	CASSETTE DECK RECORDER
1	CART (A/V)
1	FAX MACHINE
1	PROJECTOR (LCD)
4	PROJECTORS (OVERHEAD)
1	PROJECTOR (FILM)
3	PROJECTORS (SLIDE)
1	TELEVISION
2	TIME STAMP CLOCKS
1	VIDEO CASSETTE RECORDER

Disposal of Obsolete Unreparable Computer Equipment

Quantity	Type of Equipment
2	APPLE COMPUTERS (CPUS + MONITORS)
28	COMPUTERS - CPUS
1	COMPUTER SPEAKERS
10	HARD DRIVES
9	KEYBOARDS
29	MONITORS
1	ZIP DRIVE
40	PRINTERS
3	SCANNERS

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Extended School Year 2009-2010**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708004	03-10-94	10	06-25-09	Alton School	\$3,200.00
SYS-0708072	08-14-95	09	06-25-09	Alton School	\$3,200.00
SYS-0708058	07-30-96	08	06-25-09	Beacon Day School	\$20,246.10
SYS-0708067	11-30-95	09	06-25-09	Grace Education	\$4,240.00
SYS-0708019	10-25-94	10	06-25-09	Grace Education	\$4,350.00
SYS-0708075	05-06-91	12	06-25-09	Grace Education	\$4,570.00
SYS-0708046	07-07-89	12	06-25-09	Grace Education	\$6,640.00
SYS-0708050	09-29-92	12	06-25-09	Rossier Park Jr/Sr High School	\$5,775.60
SYS-0708014	10-30-92	12	06-25-09	Rossier Park Jr/Sr High School	\$5,550.60
SYS-0708073	03-12-96	08	06-25-09	Rossier Park Jr/Sr High School	\$5,550.60
SYS-0708071	09-13-91	12	06-25-09	Therapeutic Education Centers	\$5,945.00
SYS-0708032	02-17-93	10	06-25-09	Therapeutic Education Centers	\$5,945.00
SYS-0708080	12-14-96	07	06-25-09	Therapeutic Education Centers	\$5,945.00
SYS-0708079	07-21-96	07	06-25-09	Therapeutic Education Centers	\$5,945.00

*Includes transportation costs, if applicable.

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2009-2010**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708004	03-10-94	10	06-25-09	Alton School	\$28,920.00
SYS-0708072	08-14-95	09	06-25-09	Alton School	\$28,920.00
SYS-0708058	07-30-96	08	06-25-09	Beacon Day School	\$107,549.48
SYS-0708067	11-30-95	09	06-25-09	Grace Education	\$38,270.00
SYS-0708019	10-25-94	10	06-25-09	Grace Education	\$39,315.00
SYS-0708075	05-06-91	12	06-25-09	Grace Education	\$41,405.00
SYS-0708046	07-07-89	12	06-25-09	Grace Education	\$59,870.00
SYS-0708050	09-29-92	12	06-25-09	Rossier Park Jr/Sr High School	\$35,535.00
SYS-0708014	10-30-92	12	06-25-09	Rossier Park Jr/Sr High School	\$34,110.00
SYS-0708073	03-12-96	08	06-25-09	Rossier Park Jr/Sr High School	\$34,110.00
SYS-0708071	09-13-91	12	06-25-09	Therapeutic Education Centers	\$36,900.00
SYS-0708032	02-17-93	10	06-25-09	Therapeutic Education Centers	\$36,900.00
SYS-0708080	12-14-96	07	06-25-09	Therapeutic Education Centers	\$36,900.00
SYS-0708079	07-21-96	07	06-25-09	Therapeutic Education Centers	\$36,900.00

*Includes transportation costs, if applicable.

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2009-2010**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708018	07-16-92	12	06-25-09	Cathedral Home for Children	\$38,912.00
SYS-0708044	01-27-90	12	06-25-09	Cathedral Home for Children	\$38,912.00
SYS-0708009	09-18-91	12	06-25-09	Cinnamon Hills Youth Crisis Center	\$34,290.00
SYS-0708078	04-15-93	11	06-25-09	Cinnamon Hills Youth Crisis Center	\$34,290.00
SYS-0708069	08-27-91	12	06-25-09	Devereux Texas Treatment Network, League City	\$31,485.00
SYS-0708065	08-27-92	11	06-25-09	Devereux Texas Treatment Network, League City	\$31,485.00
SYS-0708012	03-28-92	12	06-25-09	Devereux Texas Treatment Network, League City	\$30,095.00
SYS-0708070	01-09-91	12	06-25-09	Devereux Texas Treatment Network, League City	\$27,042.50
SYS-0708076	11-27-91	12	06-25-09	Family Life Center	\$42,831.10
SYS-0708068	03-24-94	10	06-25-09	New Haven Youth and Family Services	\$30,825.00
SYS-0708039	08-02-93	11	06-25-09	New Haven Youth and Family Services	\$35,145.00
SYS-0708066	01-30-91	12	06-25-09	Shiloh Treatment Center	\$33,390.00
SYS-0708055	05-15-96	08	06-25-09	Yellowstone Boys and Girls Ranch	\$22,984.00

*Includes transportation costs, if applicable.

Board of Trustees
June 25, 2009

Page 1 of 2

1. Resignation, effective as noted:

Ahnefeld, Vicky, District Substitute Teacher (Per Article 8.19 ASTA/AUHSD Agreement)
Brewer, Eric, Katella, 6/17/09
Brody, Carol, Kennedy, Retirement, 6/17/09
Hands, Damon, Ball, 6/30/09
Rippetoe, Christopher, Kennedy, 6/17/09

2. Employment:

A. Adult Education Program Teacher, on an if and as needed basis, at the established miscellaneous rate of pay, effective as noted:

Pineda-Garcia, Juvenal 6/3/09

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

Nise, Ellen 6/18/09

C. Additional Coaching Stipends, for the 2009-10 school year at Cypress High School: (Cypress High School Athletic Boosters Organization Funds)

Baseball	1 coach
Basketball, Boys	1 coach
Basketball, Girls	1 coach
Football	2 coaches
Marching	1 coach
Music	3 coaches
Percussion	1 coach
Softball	1 coach
Track	1 coach
Wrestling	1 coach

D. Regional Administrator, Greater Anaheim Special Education Local Plan Area (GASELPA), effective 7/1/09, as approved by the GASELPA Board: (GASELPA Funds)

Donavan, Frank

E. Regional Administrator, Substitute, Greater Anaheim Special Education Local Plan Area (GASELPA), to accommodate a transition period and special projects as needed, on an if and as needed basis, effective 7/2/09 through 6/30/10, at the current per diem rate of pay of \$562.50 per day, not to exceed \$15,000, as approved by the GASELPA Board: (GASELPA Funds)

Miller, Karen (Candy)

Human Resources Division, Certificated Personnel

Board of Trustees
June 25, 2009

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3. Unrepresented Employees, Salary, and Health and Welfare Benefits:

Approve for the 2009-10 year, the same salary schedule and health and welfare benefits for unrepresented employees as 2007-08 and 2008-09. However, due to the budget crisis, the mileage stipend is eliminated.

4. Extra Service Compensation, effective as noted:

Peer Coach Stipend, for the District Intern Program for the Education Specialist Credential, between OCDE and AUHSD, to the following individuals for 2008-09: (BTSA Funds)

Hagan, Elizabeth	\$1,000
Sarkissian, Carol	\$1,000

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

	<u>From</u>	<u>To</u>	<u>Effective</u>
Rivas, Ricardo	2 5	3 6	8/27/09
Ruelas, Ryan	3 5	4 6	8/27/09
Villasenor, Rosalba	2 5	3 6	8/27/09

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

Cervantes, Armando (6/8/09)	Neri, Ruby (6/8/09)
Dibong, Ghislaine (5/12/09)	Palacios, Javier (6/15/09)
Kaneshiro, Suzanne (6/15/09)	Palacios, Jeanette (6/15/09)
Leach, Danielle (5/26/09)	Rodriguez, Bendra (6/2/09)
Lenhoff, Jessica (6/4/09)	Saldate, Claudia (5/18/09)
Matsuda, Kris (6/15/09)	Smigielski, Cristal (5/12/09)
Mikesell, Christina (5/27/09)	Suzuki, Kellyn (6/15/09)
Muniz, Margarita (5/12/09)	Thompson, Jana (6/15/09)
Munley, Lisa (6/15/09)	

Board of Trustees
June 25, 2009

1. **Resignation, effective as noted:**

Sandoval, Maria, Instructional Assistant-Bilingual, South Junior High School, resignation, 6/16/09
Sujanani, Gul, Office Assistant, Katella High School, resignation, 6/1/09

2. **Employment:**

Additional Clerical Support Staff, for the 2009-10 year at Cypress High School, not to exceed \$4,320.
(Cypress High School Band Boosters Organization Funds)

3. **Employment for Summer School/Summer Assignment:**

Campus Safety Aide

Campos, Ahuixol	Western
Luebben-Morrill, David	Anaheim Adult Education
Sandoval, Jesus J.	Anaheim Adult Education
Thomas, Zachary	Anaheim Adult Education

Food Service

Aguirre, Cristina	District
Arnold, Angela	District
Arvizu, Catalina	District
Asturi, Victoria	District
Bailey, Rebecca	District
Barrios, Jessie	District
Bayron, Ivonne	District
Beard, Rosa	District
Bohlen, Gloria	District
Bravo, Edelmira	District
Campos, Hermelinda	District
Casarubias, Lourdes	District
Castro, Nora	District
Cazares, Maribel	District
Chase, Joan	District
Cortez, Socorro	District
Dack, Lois	District
De Anda, Consuelo	District
De Navarro, Alma	District
Dolores, Gaby	District
Flores, Lourdes	District
Garcia, Vitalina	District
Giron, America	District
Gomez, Velia	District
Gonzalez, Luisa	District
Gutierrez, Socorro	District
Honma, Linda	District
Iglesias, Clotilde	District
Jones, Jackie	District
Lazo, Victoria	District
Lin, Wanhing	District
Lopez, Yamilet	District
Loya, Leonor	District

Human Resources Division, Classified Personnel

Board of Trustees
June 25, 2009

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Macey, Chizuko	District
Maldonado, Martha	District
Martinez, Rubicelia	District
Melendez, Roselia	District
Mendez, Alma	District
Mendoza, Gloria	District
Nerey, Xiomara	District
Padilla, Eugene	District
Ramirez, Anna	District
Ramirez, Sylvia	District
Rangel, Silvia	District
Reyes, Charito	District
Rodriguez, Rebeca	District
Rodriguez, Yolanda	District
Sanchez, Rosa	District
Sotelo, Maria	District
Taylor, Marthan	District
Thompson, Luz	District
Tovar, Maria	District
Tran, Trang	District
Valencia, Martha	District
Valle, Maria	District
Velasquez, Maria	District
Wong-Lu, Tammy	District
Zuniga, Monica	District

Instructional Assistant-Bilingual

Gutierrez, Erika	English Learner Office
Hernandez, Viridiana	English Learner Office
Lee, Sang	English Learner Office
Monge, William	English Learner Office
Noriega-Flores, Geisy	English Learner Office
Palos-Bergado, Lilia	English Learner Office
Pham, Rick	English Learner Office
Rangel, Gerardo	English Learner Office
Villegas, Raquel	English Learner Office

Instructional Assistant-Severely Handicapped

Jojola, Emilio Jr.	Magnolia Bridges at Loara
Ly, Lisa	Walker Bridges at Lexington
Maguire, Eric	Walker Bridges at Lexington
Olsen, Sheryl	Walker Bridges at Lexington
Oregel, Leticia	Magnolia Bridges at Loara
Parker, Andrya	Magnolia Bridges at Loara
Rosado, Alberto	Walker at Lexington
Santos, Maricruz	Magnolia Bridges at Loara
Williams, Carolyn	Magnolia Bridges at Loara
Wray, John Jr.	Magnolia Bridges at Loara

Office Assistant

Judge, Juanita	Special Programs (Special Assignment)
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Human Resources Division, Classified Personnel

Board of Trustees
June 25, 2009

Senior Administrative Assistant

Baltazar, Sue

Western

Translator

Chiriboga, Sylvia

English Learner Office

Rodriguez, Juana

English Learner Office

Shynn, Jennifer

English Learner Office

Villasenor, Jesus

English Learner Office

Viveros, Guadalupe

English Learner Office

Walk-on Coach

Bates, George

Oxford

Bedard, Dana

Oxford

Chang, Jin

Oxford

Chew, Richard

Oxford

Comerford, Allan

Oxford

Hurtado, Daisy

Oxford

Kronz, Josh

Oxford

Quiaoit, Kris

Oxford

4. Student Worker, \$8.00 hr.:

Egan, Cody Marie

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

Effective

Cooper, Marilyn

4/22/09

Field Trips

Board of Trustees
June 25, 2009

1. Oxford Academy-Future Business Leaders of America (2 students); Michael Rylaarsdam, adviser; April Rylaarsdam, chaperone.

To: Morgan Hill, California
 Dates: July 12-15, 2009
 Purpose: To participate in California FBLA State Leadership Summit and Southern Section Officers' Training
 Expenses: Outside Source (California FBLA): 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

2. Savanna High School-Girls' Basketball (11 students); Don Fromknecht, adviser; Rick Wickell, Lisa Gaxiola, chaperones.

To: San Diego, California
 Dates: July 16-19, 2009
 Purpose: To compete in San Diego Classic Girls' Basketball Tournament 2009
 Expenses: ASB/Club Fundraisers: registration
 Parent/Student: meals, transportation
 Booster Club: 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. Kennedy High School-Cheer (28 students); Breanna Carter, adviser/chaperone.

To: Santa Barbara, California
 Dates: August 3-6, 2009
 Purpose: To participate in Cheer Camp at University of California, Santa Barbara
 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

4. Cypress High School-Science Field Club (25 students); John Karns, adviser; Carrie Lindburg, Debi Janton, chaperones.

To: Avalon, California
 Dates: September 18-20, 2009
 Purpose: To provide advanced placement biology students the opportunity to study marine biology, ecology, and oceanography in a real world setting at Catalina Island Marine Institute
 Expenses: ASB/Club Fundraisers: registration, meals, transportation, accommodations, substitutes

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

Field Trips

Board of Trustees
June 25, 2009

5. Western High School-Girls' Water Polo (12 students); Don Luethke, adviser; Matthew Reid, Teresa Hower, chaperones.

To: San Diego, California
Dates: January 18, 2010 and January 22-23, 2010
Purpose: To participate in the East County Invitational Water Polo Tournament
Expenses: Parent/Student: meals, transportation
 Booster Club: registration, meals, 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. RATIFICATION: Katella High School-Track and Field (1 student); Cassandra Brothers, adviser/chaperone.

To: Clovis, California
Dates: June 5-7, 2009
Purpose: To participate in CIF Track and Field State Meet
Expenses: ASB/Club Fundraisers: meals, transportation, accommodations
 Parent/Student: meals, 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

7. RATIFICATION: Anaheim High School-JROTC (4 students); John Knight, adviser; Charles Purkins, Bob Miller, Diane Miller, chaperones.

To: San Diego, California
Dates: June 22-27, 2009
Purpose: To participate in Navy Summer Leadership Academy
Expenses: Parent/Student: registration, meals, transportation, accommodations
 Other (Navy): 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

8. Cypress High School-Distributive Education Club of America/DECA (4 students); Jay King, adviser; Sharon King, chaperone.

To: San Diego, California
Dates: July 16-18, 2009
Purpose: To attend DECA Regional Student Officer Training
Expenses: ASB/Club Fundraisers: 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 UHSD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/25/2009**

FROM 05/28/2009 TO 06/15/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
964C0173	ACSA'S FOUNDATION FOR EDUC. AD	880.00	880.00	0180569022	5880 GASELPA/SELPA / OTHER OPERATING EXPENSES
964C0271	DON JOHNSTON INC	5,527.76	5,527.76	0119283011	5810 SYS/INSTR / NON-INSTRUCTIONAL PROF CONSULT
964C0272	A 1 FENCE COMPANY	479.00	479.00	0169232081	5610 TRIDENT/FENCES/MO / REPAIRS/MAINT - O/S SERVI
964C0281	RELIABLE ELEVATOR INC	150.00	150.00	0125230081	5610 KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
964C0282	KNORR SYSTEMS	763.06	763.06	0128240081	5610 CY/POOL/MO / REPAIRS/MAINT - O/S SERVICES
964C0283	FISH WINDOW CLEANING	800.00	800.00	0127230081	5610 KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
964C0284	COCO PRINTING AND GRAPHICS	130.50	130.50	0118118072	5810 GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROJ
964C0286	ABE'S PLUMBING	1,000.00	1,000.00	0137239081	5610 SY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
964C0287	BENRICH SERVICE COMPANY	1,500.00	500.00	0142239081	5610 OXFORD/PLUMB/MO / REPAIRS/MAINT - O/S SERVI
			1,000.00	0144239081	5610 LEX/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
964C0288	COCO PRINTING AND GRAPHICS	3,055.88	3,055.88	0118118072	5810 GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROJ
964C0289	ORANGE COUNTY FIRE PROTECTION	500.00	500.00	0150239081	5610 ADMIN/PLUMB/MO / REPAIRS/MAINT - O/S SERVICE
964C0290	ABE'S PLUMBING	1,100.00	1,100.00	0125239081	5610 KA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
964C0291	JETS WEST JETTING AND DRAIN CL	500.00	500.00	0125239081	5610 KA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
964C0292	JART DIRECT MAIL SERVICE	225.74	225.74	0118118072	5810 GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROJ
964C0293	ORANGE COUNTY PUMP CORPORATIO	2,000.00	2,000.00	0142222081	5610 OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S SE
964C0295	DHK PLUMBING AND PIPING	2,000.00	2,000.00	0132239081	5610 OR/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
964C0296	ALVARADO PAINTING, A	765.00	275.00	0124237081	5610 LOARA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
			295.00	0137237081	5610 SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
			195.00	0141237081	5610 GIWEST/PAINT/MO / REPAIRS/MAINT - O/S SERVICE
964L0162	AEQUITAS SOLUTIONS INC.	11,200.00	11,200.00	0115115072	5880 EDUCATION/GENL ADM / OTHER OPERATING EXPE
964R2260	SEHI COMPUTER PRODUCTS	62.97	62.97	0140041010	4310 SOUTH/ELD/INSTR / INSTRUCTIONAL MATL & SUPP
964R2261	CALIFORNIA DEPARTMENT OF EDUCA	24,139.93	1,744.53	0100000000	8590 GEN FUND/INC & BALANCE SHEET / ALL OTHER ST
964R2275	DEMCO INC	124.84	124.84	0127000024	4310 KE/L M T / INSTRUCTIONAL MATL & SUPPLIES
964R2276	CORPORATE EXPRESS	43.39	43.39	0125000031	4320 KA/GUID / OTHER OFFICE/MISC SUPPLIES
964R2278	SERVICE REPRODUCTION CO	365.24	365.24	0124005010	4320 LOARA/ART/INSTR / OTHER OFFICE/MISC SUPPLIES
964R2279	WARD'S NATURAL SCIENCE EST	188.48	188.48	0124032010	4310 LOARA/BIOLOGY/INSTR / INSTRUCTIONAL MATL &
964R2280	SADDLEBACK EDUCATIONAL INC	369.21	369.21	0123252011	4210 LEARN HDCP/SE SEP CL/NSEV / BOOKS AND REFER
964R2281	MEDCO SUPPLY	100.43	100.43	0124032010	4310 LOARA/BIOLOGY/INSTR / INSTRUCTIONAL MATL &
964R2282	RENAISSANCE LEARNING INC	215.33	215.33	0120381010	4310 ANAHEIM/ECIAI/INSTR / INSTRUCTIONAL MATL &
964R2283	SOCIAL STUDIES SCHOOL SERVICE	186.89	186.89	0134379010	4210 TITLE III LIMITED ENG PROF / BOOKS AND REFER
964R2284	MERIDIAN EDUCATION CORP	261.10	261.10	0120393010	4310 ANAHEIM/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2285	NASCO MODESTO	291.96	291.96	0120393010	4310 ANAHEIM/VEA-2B/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 06/25/2009

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBEI	PSEUDO / OBJECT DESCRIPTION
964R2286	HUMAN RELATIONS MEDIA	332.40	332.40	0120393010 4310	ANAHEIM/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2287	FISHER SCIENCE EDUCATION	213.67	213.67	0142393010 4310	OXFORD/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2288	LAB SAFETY SUPPLY	858.51	858.51	0142393010 4310	OXFORD/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2289	CTS APPLIANCE	597.04	597.04	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
964R2290	NASCO MODESTO	528.69	528.69	0168005010 4310	GI SOUTH/ART/INSTR / INSTRUCTIONAL MATL & SI
964R2291	BRAINPOP LLC	2,475.00	2,475.00	0137379010 5880	TITLE III LIMITED ENG PROF / OTHER OPERATING I
964R2292	BASIC SCIENCE INC.	1,125.34	1,125.34	0142393010 4310	OXFORD/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2293	COMPANION CORPORATION	948.42	948.42	0123492010 4410	SA/SCH-LIB BG/INSTR / EQUIPMENT - NON-CAPITAL
964R2294	PIERCE, ERIC	110.00	110.00	0151508040 5810	ADMIN/ATHLETICS/ANCILLARY / NON-INSTRUCTIC
964R2295	DAVIS, RICHARD E.	110.00	110.00	0151508040 5810	ADMIN/ATHLETICS/ANCILLARY / NON-INSTRUCTIC
964R2296	ORANGE UNIFIED SCHOOL DISTRICT	1,127.50	1,127.50	0113201836 5620	TRANS/TRN-RG/TRANS / RENTALS/OPERATING LEA
964R2297	MONTGOMERY HARDWARE CO.	6,931.30	6,931.30	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S SERVI
964R2298	HILLYARD FLOOR CARE SUPPLY	62,089.52	62,089.52	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIE
964R2299	SCHOLASTIC LIBRARY PUBLISHING	1,103.02	1,103.02	0137456010 4310	SY/EIALEP/INSTR / INSTRUCTIONAL MATL & SUPPI
964R2300	BRAINPOP LLC	1,495.00	1,495.00	0131379010 5880	TITLE III LIMITED ENG PROF / OTHER OPERATING I
964R2301	LIGHTFOOT LTD. INC.	103.74	103.74	0162381010 4310	TITLE I / INSTRUCTIONAL MATL & SUPPLIES
964R2302	WEEKLY READER	205.50	205.50	0168000024 4315	GI SOUTH/L M T / LIBRARY/MEDIA/TECH SUPPLIES
964R2303	PEARSON EDUCATION	267.20	267.20	0138032010 4310	BALL/GEN SCI/INSTR / INSTRUCTIONAL MATL & SU
964R2304	INTELLIGENT DIRECT INC.	93.04	93.04	0153383410 4311	TITLE V A / ACACIAWOOD / INSTR MATLS & SUPP/C
964R2305	DISNEY EDUCATIONAL PRODUCTIONS	814.54	814.54	0137421010 4310	QEIA/INSTR-SYCAMORE / INSTRUCTIONAL MATL &
964R2308	TOON BOOM ANIMATION INC.	474.92	474.92	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPI
964R2309	DALE JUNIOR HIGH ASB	1,152.00	1,152.00	0135028040 5810	DALE/ANCILLARY / NON-INSTRUCTIONAL PROF CC
964R2311	NIMCO	128.37	128.37	0120393010 4310	ANAHEIM/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2312	ULINE	165.06	165.06	0137381010 4320	SY/ECLA1/INSTR / OTHER OFFICE/MISC SUPPLIES
964R2313	HOUGHTON MIFFLIN COMPANY	961.88	961.88	0140381010 4310	SOUTH/ECLA1/INSTR / INSTRUCTIONAL MATL & SU
964R2314	OCDE	71,324.91	71,324.91	0100371121 5805	CaMSP/OCDE/INSTR SUPERVISION / INSTRUCTIONA
964R2315	ALVARADO PAINTING, A	1,765.00	1,765.00	0127237081 5610	KE/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
964R2316	SPORTS FIELD INSTALLATION	12,000.00	12,000.00	0148222081 5610	HANDEL/OPERATIONS-GROUND/MO / REPAIRS/MAI
964R2317	F.M. THOMAS AIR CONDITIONING I	558.40	274.00	0100906081 5610	ITT BUILDING/M & O / REPAIRS/MAINT - O/S SERVI
			284.40	0150235081 5610	ADMIN/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
964R2318	KNORR SYSTEMS	324.00	324.00	0128240081 5610	CY/POOL/MO / REPAIRS/MAINT - O/S SERVICES
964R2319	THE CALIFORNIA CARPET COMPANY	675.00	675.00	0125233081 5610	KA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
964R2320	F.M. THOMAS AIR CONDITIONING I	53,900.00	53,900.00	0150235081 6490	ADMIN/HVAC/MO / EQUIPMENT - OTHER
964R2321	DEMO PLUS	2,300.00	2,300.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S SEI

ANAHEIM UHSD

**PURCHASE ORDER DETAIL REPORT BY FUND
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FROM 05/28/2009 TO 06/15/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
964R2322	ALLIANCE ENVIRONMENTAL COMPLI/	2,760.37	2,760.37	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S SE
964R2323	ALVARADO PAINTING, A	275.00	275.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S SERVICE
964R2324	SIGNATURE PARTY RENTALS	1,951.01	900.97	0148230081 5620	HANDE/LGENERAL/MO / RENTALS/OPERATING LEA
			1,050.04	0149230081 5620	GLOVER/GEN MAINT/MO / RENTALS/OPERATING LI
964R2325	BARKSHIRE LASER LEVELLING INC	1,100.00	1,100.00	0125222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S SE
964R2326	PACIFIC AGGREGATES INC.	2,789.44	2,789.44	0125222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES .
964R2327	NASCO MODESTO	218.32	218.32	0142393010 4310	OXFORD/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2328	AUGUSTIN EGELSEE LLP	4,375.00	4,375.00	0119283021 5850	SYS/SUPV INST / JUDGEMENTS
964R2329	NEW ENGLAND JOURNAL OF MEDICIN	99.00	99.00	0142412010 4310	HLTH CAREER INCENT GR-INSTR / INSTRUCTIONAL
964R2333	CYLINDER MART	177.51	177.51	0142393010 4310	OXFORD/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2334	BUDGETEXT	813.99	813.99	0138252011 4210	LEARN HDCP/SE SEP CL/NSEV / BOOKS AND REFER
964R2335	BLICK ART MATERIALS	259.37	259.37	0135005010 4310	DALE/ART/INSTR / INSTRUCTIONAL MATL & SUPPI
964R2336	CENGAGE LEARNING	38,950.00	27,550.00	0153393010 4110	SP SR ADM/VEA-2B/INSTR / APPROVED TEXTS/COI
			11,400.00	0153393010 4309	SP SR ADM/VEA-2B/INSTR / INSTRUCTIONAL MAT.
964R2338	HOUGHTON MIFFLIN COMPANY	6,337.45	6,337.45	0153393010 4110	SP SR ADM/VEA-2B/INSTR / APPROVED TEXTS/COI
964R2339	PERLMUTTER PURCHASING POWER	134.80	134.80	0172172072 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
964R2340	BORDERS EXPRESS #0435	509.66	509.66	0153381510 4210	ECIA-I/PROFESSIONAL DEVELOPMNT / BOOKS AND
964R2341	CORPORATE EXPRESS	1,019.43	26.32	0137381010 4310	SY/ECIAI/INSTR / INSTRUCTIONAL MATL & SUPPLI
			993.11	0137381010 4320	SY/ECIAI/INSTR / OTHER OFFICE/MISC SUPPLIES
964R2342	I. INITIAL	1,674.75	1,674.75	0146140027 4320	COMMUNITY DAY SCH/ADMIN / OTHER OFFICE/MI
964R2343	PEOPLES EDUCATION	5,886.32	5,886.32	0123456410 4210	SAV/INSTR MTL SELL/INSTR / BOOKS AND REFERE
964R2344	FLINN SCIENTIFIC FOUNDATION	214.95	214.95	0190090010 4310	SUMM SCH/SUMM SCHL/INSTR / INSTRUCTIONAL N
964R2345	OFFICE DEPOT	134.39	134.39	0107107072 4320	ACCTG / GENL ADM / OTHER OFFICE/MISC SUPPLIE
964R2346	CDW GOVERNMENT INC.	212.48	212.48	0107107072 4320	ACCTG / GENL ADM / OTHER OFFICE/MISC SUPPLIE
964R2347	ALL HEART SCRUBS INC.	5,725.73	5,725.73	0142393010 4310	OXFORD/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2349	GRACE EDUCATION CENTER (NPS)	13,950.00	13,950.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
964R2350	OCEAN VIEW SCHOOL DISTRICT	819.03	819.03	0100371310 5805	CaMSP/OCEAN VIEW SD/INSTR / INSTRUCTIONAL P
964R2351	WESTMINSTER SCHOOL DISTRICT	965.40	965.40	0100371410 5805	CaMSP/WESTMINSTER SD/INSTR / INSTRUCTIONAL
964R2352	PIERCE, ERIC	130.00	130.00	0151508040 5810	ADMIN/ATHLETICS/ANCILLARY / NON-INSTRUCTI
964R2353	OCDE	210.00	210.00	0153393010 5210	SP SR ADM/VEA-2B/INSTR / TRAVEL AND CONFER
964R2354	FOUNTAIN VALLEY SCHOOL DISTRICT	1,290.84	1,290.84	0100371510 5805	CaMSP/FOUNTAIN VALLEY SD / INSTRUCTIONAL PI
964R2355	CALIFORNIA DEPARTMENT OF EDUCA	37,043.00	37,043.00	0100000200 9510	GEN FUND/INTEREST/NA / ACCOUNTS PAYABLE M.
964R2356	EVALUOMETRICS INC.	5,739.58	5,739.58	0152152030 4310	PUPIL TEST/TEST / INSTRUCTIONAL MATL & SUPPLI
964R2357	INTELLIGENT DIRECT INC.	169.43	169.43	0100379110 4310	TITLE III - ACACIAWOOD / INSTRUCTIONAL MATL .

ANAHEIM UHSD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/25/2009**

FROM 05/28/2009 TO 06/15/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
964R2358	ADT SECURITY SYSTEMS	456.47	456.47	0169230081 5610	TRIDENT/GENERAL/MO / REPAIRS/MAINT - O/S SEI
964R2359	ADT SECURITY SYSTEMS	582.36	582.36	0169230081 5620	TRIDENT/GENERAL/MO / RENTALS/OPERATING LE
964R2360	GREATER ANAHEIM SELPA	11,890,180.00	10,992,405.00	0100567192 7211	GASELPA/ARRA LOC AST PASS THRU / PASS THRU-
			387,736.00	0100567292 7211	GASELPA/ARRA PRESCHL GNT PASS / PASS THRU-R
			510,039.00	0100567392 7211	GASELPA/ARRA PRESCHL PASS THRU / PASS THRU-
964R2361	ALLIED SUPPLY CORP	6,619.34	6,619.34	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
964R2362	BELFOR USA GROUP INC	6,351.43	6,351.43	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
964R2363	M AND M MASONRY CONSTRUCTION I	1,988.00	1,988.00	0169230081 5610	TRIDENT/GENERAL/MO / REPAIRS/MAINT - O/S SEI
964R2364	ORANGE COUNTY FIRE PROTECTION	857.86	857.86	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S SEI
964R2365	HOLLYWOOD SOUND SYSTEMS INC	10,688.80	5,281.40	0148230081 5620	HANDE/LGENERAL/MO / RENTALS/OPERATING LEA
			5,407.40	0149230081 5620	GLOVER/GEN MAINT/MO / RENTALS/OPERATING LI
964R2366	TRYCO	1,614.93	1,614.93	0148230081 4355	HANDE/LGENERAL/MO / MAINTENANCE SUPPLIES
964R2368	MC MASTER CARR SUPPLY COMPANY	589.53	589.53	0153381010 4310	SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL MATL &
964R2374	NJROTC	880.00	880.00	0120336010 5880	ANAHEIM/ROTC/INSTR / OTHER OPERATING EXPEN
964S0314	CCP INDUSTRIES INC	1,374.46	1,374.46	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0315	WAXIE SANITARY SUPPLY	1,807.95	1,807.95	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0316	CORPORATE EXPRESS	632.93	632.93	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0317	WEST LITE SUPPLY CO INC	208.02	208.02	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0318	SOUTHWEST SCHOOL AND OFFICE SU	3,853.85	3,853.85	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0319	OFFICE DEPOT	1,345.59	1,345.59	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0320	PIONEER STATIONERS INC	630.45	630.45	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0321	CORPORATE EXPRESS	534.01	534.01	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0322	PAK WEST PAPER AND PACKAGING	1,530.11	1,530.11	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0323	UNISOURCE	25,052.09	25,052.09	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0324	PIONEER CHEMICAL CO	2,354.22	2,354.22	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964T0235	HP DIRECT	1,914.46	546.38	0162381010 4310	TITLE I/ INSTRUCTIONAL MATL & SUPPLIES
			1,368.08	0162381010 4410	TITLE I/ EQUIPMENT - NON-CAPITALIZED
964T0250	SEHI COMPUTER PRODUCTS	9,583.05	6,402.11	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPL
			3,180.94	0127393010 4410	KE/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
964T0251	PYRAMID SCHOOL PRODUCTS	680.86	680.86	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPL
964T0252	TECHSMITH	194.66	194.66	0153393010 5880	SP SR ADM/VEA-2B/INSTR / OTHER OPERATING EX
964T0253	CDW GOVERNMENT INC.	640.54	640.54	0162381010 4410	TITLE I/ EQUIPMENT - NON-CAPITALIZED
964T0254	PERLMUTTER PURCHASING POWER	3,061.31	3,061.31	0162381010 4410	TITLE I/ EQUIPMENT - NON-CAPITALIZED
964T0255	CCS PRESENTATION SYSTEMS INC	3,333.13	3,333.13	0162381010 4410	TITLE I/ EQUIPMENT - NON-CAPITALIZED

ANAHEIM UHSD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/25/2009**

FROM 05/28/2009 TO 06/15/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
964T0256	SEHI COMPUTER PRODUCTS	70.00	70.00	0162381010 4310	TITLE I / INSTRUCTIONAL MATL & SUPPLIES
964T0257	VANTAGE TECHNOLOGIES SYSTEMS I	46,327.50	1,740.00	0153393010 4310	SP SR ADM/VEA-2B/INSSTR / INSTRUCTIONAL MAT
			2,718.75	0153393010 5805	SP SR ADM/VEA-2B/INSSTR / INSTRUCTIONAL PROF
			41,868.75	0153393010 5880	SP SR ADM/VEA-2B/INSSTR / OTHER OPERATING EX
964T0258	ALEKS CORPORATION	30,450.00	30,450.00	0153393010 5880	SP SR ADM/VEA-2B/INSSTR / OTHER OPERATING EX
964T0259	SEHI COMPUTER PRODUCTS	228.06	228.06	0155155072 4320	BUSINESS/ GENL ADM / OTHER OFFICE/MISC SUPPI
964X0578	ALCALA, NORMA	2,700.00	2,700.00	0119283021 5850	SYS/SUPV INST / JUDGEMENTS
	Fund 01 Total:	12,481,437.90	12,459,042.50		

ANAHEIM UHSD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/25/2009**

FROM 05/28/2009 TO 06/15/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBEI	PSEUDO / OBJECT DESCRIPTION
964R2306	FOLLETT EDUCATIONAL SERVICES	107.14	107.14	1181610710 4310	ESL CITIZENSHIP/INSTR / INSTRUCTIONAL MATL &
964R2307	BAUDVILLE INC	118.20	118.20	1181610027 4320	ADULT/SCH ADM / OTHER OFFICE/MISC SUPPLIES
964R2310	GLENCOE MCGRAW HILL	4,448.18	4,448.18	1181610710 4210	ESL CITIZENSHIP/INSTR / BOOKS AND REFERENCE
964R2348	EDUCATIONAL RESOURCES INC.	2,188.59	2,188.59	1181610710 4310	ESL CITIZENSHIP/INSTR / INSTRUCTIONAL MATL &
	Fund 11 Total:	6,862.11	6,862.11		

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 06/25/2009

FROM 05/28/2009 TO 06/15/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBEI	PSEUDO / OBJECT DESCRIPTION
964A0073	U S BANK NATIONAL ASSOCIATION	825.00	825.00	2156730585 5810	FACILITIES/MEAS Z/FAC ACQ / NON-INSTRUCTION/
964R2330	WEST SIDE ELECTRIC INC	2,860.00	2,860.00	2125730585 6274	KATELLA/MEAS Z/MODERN/FAC ACQ / CONSTRUCT
964R2331	EMPIRE ELECTRICAL SERVICES	4,975.00	4,975.00	2120730585 6274	ANAHEIM/MEAS Z/MODERN/FAC ACQ / CONSTRUCT
964R2332	ABSOLUTE DOOR	791.00	791.00	2125730585 6216	KATELLA/MEAS Z/MODERN/FAC ACQ / BUILDING I
Fund 21 Total:		9,451.00	9,451.00		

Purchase Orders - Detail

Anaheim School Dist/Food Services

6/16/2009 9:12:51 AM

Vendor Name		PO Number	P.O. Date	Date Needed	Customer Account No.	Use Vendor Numbers
C.I. BUSINESS EQUIPMENT INC		23835	6/11/2009	6/11/2009	4300	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	1	Inv 8746	Renewal of Service Agreement 7/8/09 - 7/8/10		\$330.50	\$330.50
					Sales Tax:	\$0.00
					Vendor Total:	\$330.50
CORPORATE EXPRESS		23828	5/28/2009	5/28/2009	4300	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
18	1	Ord #2045174	Stamp, Dater, 6 YR		\$13.40	\$241.20
					Sales Tax:	\$21.11
					Vendor Total:	\$262.31
ORVAC ELECTRONICS		23829	6/2/2009	6/2/2009	5600	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	1	Inv 15711657	INT Network Card, Router, Tape, Box		\$169.69	\$169.69
					Sales Tax:	\$14.85
					Vendor Total:	\$184.54
RELIABLE SHEET METALS WORKS		23831	6/2/2009	6/2/2009	5600	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	1	Inv B1229	Fabricate Sink Strainer		\$440.00	\$440.00
1	1	Inv B1229	Fabricate Strainer		\$400.00	\$400.00
					Sales Tax:	\$73.50
					Vendor Total:	\$913.50
SEHI-PROCOMP COMPUTER PRODUCTS		23830	6/3/2009	6/8/2009	4300	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	1	Inv I00034962	CB436A HP LaserJet P1505 Black Cartridge		\$63.29	\$379.74
					Sales Tax:	\$33.23
					Vendor Total:	\$412.97

Show all data where the Order Date is between 5/28/2009 and 6/15/2009

5-28-09 through 6-15-09

ANAHEIM UHSD 06/16/09 Vendor Check Register Page 1
 TUE, JUN 16, 2009, 8:20 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 9955501 #J1071--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ACADEMIC TUTORING SER	V6409872	5805	792.88	792.88	00080297V6404221 34375 64 6411816100274320
ARASON, LARRY	V6406923	5810	100.00	100.00	00080298
BILLINGS, JANICE	V6402265	3701	963.40	963.40	00080299
BREWER QUILTING AND S	V6402777	9320	102.68	102.68	00080300
CDW GOVERNMENT INC.	V6400819	4320	8,098.00	8,098.00	00080301
CHIRIBOGA, SILVIA	V6406735	5220	71.22	71.22	00080302
CITY OF ANAHEIM	V6400957	5520	28,558.40	28,558.40	00080303
CITY OF ANAHEIM	V6400957	5520	86,033.67	97,777.21	00080304
		5530	7,569.31		
		5580	4,174.23		
COMPETITIVE AQUATICS	V6401046	4310	1,010.09	1,010.09	00080305
CONLEY, JIM	V6407335	5810	100.00	100.00	00080306
CRYSTAL GLASS AND MIR	V6401153	4355	174.04	174.04	00080307
CUMMINS CAL PACIFIC I	V6401190	5610	1,212.92	1,212.92	00080308
DIDONATO, PATRICIA	V6407435	5220	63.53	63.53	00080309
ESTEP, APRIL	V6410078	5220	124.36	124.36	00080310
GOV CONNECTION	V6406748	4310	68.50	275.07	00080311
		4320	206.57		
GRAINGER	V6404982	4355	17.01	17.01	00080312
HOLLANDER GLASS INC	V6402071	4310	715.94	715.94	00080313
HP DIRECT	V6408671	4310	435.78	2,500.94	00080314
		4410	2,065.16		
HP DIRECT	V6408671	4310	97.88	97.88	00080315
JEYCO PRODUCTS INC	V6402332	9320	292.47	292.47	00080316

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
LEONARD CHAIDEZ TREE	V6402714	5610	1,553.00	1,553.00	00080317
MC FADDEN DALE HARDWA	V6403056	4355	145.56	145.56	00080318
MEDCO SPORTS MEDICINE	V6405872	4320	427.24	427.24	00080319
MONTGOMERY HARDWARE C	V6405624	4355	2,067.18	2,067.18	00080320
OFFICE DEPOT	V6403421	4310	363.22	1,544.63	00080321
		4320	684.99		
		9320	496.42		
PHAM, RICK	V6406082	5220	36.58	36.58	00080322
RODRIGUEZ, JUANA	V6407579	5220	34.93	34.93	00080323
SHYNN, JENNIFER	V6402313	5220	25.58	25.58	00080324
VIVEROS, GUADALUPE	V6407592	5220	33.55	33.55	00080325
WINTERING, VICTORIA	V6409739	4320	320.81	320.81	00080326
*** CHECK GAP ***					
ADELANTE EDUCATIONAL	V6409501	5805	173,559.00	173,559.00	00080329
ALLIANCE ENVIRONMENTA	V6400169	5610	7,061.99	7,061.99	00080330
BEN'S ASPHALT AND MAI	V6406381	5610	2,100.00	2,100.00	00080331
WESTGROUP DESIGNS	V6409776	6212	32.00	32.00	00080332
*** CHECK GAP ***					
A TO Z CIRCUIT BREAK	V6409879	4355	151.17	151.17	00080336
ACES	V6409808	5860	8,716.25	8,716.25	00080337
ACORN MEDIA	V6400068	4320	21.70	21.70	00080338
ACOUSTICAL MATERIAL S	V6400070	4355	115.05	115.05	00080339
ADVANCED MACHINERY	V6410038	4410	1,433.26	1,433.26	00080340

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
APPLE INC	V6400319	4310 6490	836.97 10,176.98	11,013.95	00080341
APPLETREE ANSWERING S	V6403802	4380	650.00	650.00	00080342
ARAMARK UNIFORM SERVI	V6407528	4320 4388	42.43 130.82	173.25	00080343
BMC INC	V6400548	4310	200.49	200.49	00080344
BRANDMAN, JORDAN	V6409741	5210	155.20	155.20	00080345
CALIFORNIA DEPARTMENT	V6400686	8290 8590	11,899.44 12,240.49	24,139.93	00080346
CARMENITA TRUCK CENTE	V6400769	4370	242.05	242.05	00080347
CITY AUTO TOP	V6400953	4370 4376	399.08 399.08	798.16	00080348
CITY OF ANAHEIM	V6400957	5520 5530 5580	12,747.91 28.95 3,017.92	15,794.78	00080349
COLORADO BOYS RANCH	V6406448	5860	3,835.70	3,835.70	00080350
DEVEREUX CLEO WALLACE	V6407075	5860	200.15	200.15	00080351
DHK PLUMBING AND PIPE	V6409955	5610	1,475.00	1,475.00	00080352
DRAKE SUPPLY COMPANY	V6406285	4370	564.05	564.05	00080353
EWLES MATERIALS AND D	V6401635	5610	2,161.31	2,161.31	00080354
FAMILY LIFE CENTER	V6410079	5860	9,659.78	9,659.78	00080355
FITNESS ANYWHERE INC.	V6410054	4310	728.29	728.29	00080356
FLEET SERVICES INC	V6405625	4370 4376 4385	79.67 1,358.40 -122.34	1,315.73	00080357
FLINN SCIENTIFIC INC	V6401708	4310	451.62	451.62	00080358

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GANAHL LUMBER CO	V6401804	4355	21.74	21.74	00080359
GARY'S RADIATOR SERVI	V6401818	5610	375.00	375.00	00080360
GARZA INDUSTRIES INC	V6408679	4310	202.04	202.04	00080361
GCR TIRE CENTERS	V6409136	4386	6,570.34	6,570.34	00080362
GRACE EDUCATION CENTE	V6408592	5860	5,713.75	5,713.75	00080363
GRAYBAR ELECTRIC COMP	V6401918	4355	105.47	105.47	00080364
H AND H AUTO PARTS WH	V6401967	4385	1,029.90	1,029.90	00080365
HOME DEPOT	V6405234	4347	44.50	568.40	00080366
		4355	523.90		
HOWARD INDUSTRIES	V6402088	4347	2,226.50	2,226.50	00080367
IMPERIAL PRODUCTS INC	V6402137	4355	527.11	527.11	00080368
JACKSONS A S BREA	V6406346	4347	269.79	1,603.31	00080369
		4370	1,196.72		
		4385	112.89		
		4387	23.91		
MILLER, BOB W	V6400557	5210	730.46	730.46	00080370
RODRIGUEZ, JUANA	V6407579	5220	33.55	33.55	00080371
SHYNN, JENNIFER	V6402313	5220	94.60	94.60	00080372
STATE OF CALIFORNIA	V6404447	5610	280.00	280.00	00080373
VILLASENOR JR, JESUS	V6408991	5220	236.50	236.50	00080374
WILCOX SALES, DALE	V6408002	4384	500.25	500.25	00080375
*** CHECK GAP ***					
ADVANCED AUTOMATED SY	V6409772	5610	3,774.00	3,774.00	00080380
ALVARADO PAINTING, A	V6406348	5610	2,325.00	2,325.00	00080381

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
P.M. THOMAS AIR CONDI	V6401651	4410	3,005.00	18,127.01	00080382
		5610	15,122.01		
FEDERAL EXPRESS	V6401675	5910	449.95	449.95	00080383
FOROUZESH, MOHAMMED	V6405243	5810	1,200.00	1,200.00	00080384
HOME DEPOT	V6405234	4355	372.03	372.03	00080385
HOWARD INDUSTRIES	V6402088	4347	421.58	421.58	00080386
JEYCO PRODUCTS INC	V6402332	4385	736.24	736.24	00080387
JOSTENS	V6402437	4310	3,331.55	3,331.55	00080388
		4320	0.00		
KNORR SYSTEMS	V6402610	4347	7,582.57	9,007.73	00080389
		5610	1,425.16		
MONTGOMERY HARDWARE C	V6405624	4355	766.45	766.45	00080390
ONE STOP PARTS SOURCE	V6406259	4370	59.71	292.96	00080391
		4376	233.25		
ORVAC ELECTRONICS	V6403479	4320	553.88	823.17	00080392
		4355	269.29		
STONE ELECTRIC INC	V6409483	5610	3,500.00	3,500.00	00080393
				*** CHECK GAP ***	
ABE'S PLUMBING	V6406307	5610	1,100.00	1,100.00	00080396
AICHELE, STEVEN G.	V6407891	5610	125.00	125.00	00080397
AZENON, AMADA	V6409050	5220	110.60	110.60	00080398
B AND H PHOTO VIDEO I	V6400422	4310	15,906.65	22,530.65	00080399
		4410	6,624.00		
B AND K ELECTRIC WHOL	V6400623	4355	548.60	548.60	00080400
B AND M LAWN AND GARD	V6400423	4347	280.41	280.41	00080401

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BLACK AND DECKER U S	V6400533	4355	19.45	19.45	00080402
BLICK ART MATERIALS	V6401357	4310	261.91	382.54	00080403
		9320	120.63		
BSN SPORTS	V6400615	4310	4,735.34	4,950.67	00080404
		9320	215.33		
CALIFORNIA DEPT. OF J	V6400689	5880	1,024.00	1,024.00	00080405
COLON, MELIDA DIAZ	V6409180	5220	104.50	104.50	00080406
DAVIS, RICHARD E.	V6410080	5810	110.00	110.00	00080407
EBERHARD EQUIPMENT	V6405532	4347	61.31	61.31	00080408
EXPRESS PIPE AND SUPP	V6401644	4355	462.19	462.19	00080409
FARMAN, JUANA	V6406999	5220	146.30	146.30	00080410
GREATER ANAHEIM SELPA	V6401927	7221	145,103.96	145,103.96	00080411
LEXINGTON JUNIOR HIGH	V6402729	5810	171.00	171.00	00080412
LUNDQUIST, KATHY	V6402536	5220	189.20	189.20	00080413
OC HUMAN RELATIONS CO	V6403458	5805	22,500.00	22,500.00	00080414
OCDE	V6403452	7141	144,347.56	144,347.56	00080415
PIERCE, ERIC	V6409628	5810	110.00	110.00	00080416
PIONEER CHEMICAL CO	V6403672	9320	1,511.63	1,511.63	00080417
POOL SUPPLY OF ORANGE	V6403700	4347	769.06	769.06	00080418
PORTACRAFT INC	V6408319	4355	676.97	676.97	00080419
POSITIVE PROMOTIONS I	V6403704	4320	196.90	196.90	00080420
PRO SOUND AND STAGE L	V6403760	4310	241.03	241.03	00080421
RALPHS GROCERY CO	V6403828	4310	458.96	458.96	00080422

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
REGAL AWARDS	V6403875	4320	1,689.72	1,689.72	00080423
ROSEBURROUGH TOOL CO.	V6404014	4355	132.37	132.37	00080424
ROSES ACE HARDWARE	V6404018	4310	31.67	31.67	00080425
SCHOOL SERVICES OF CA	V6404171	5210	160.00	160.00	00080426
SCHOOL SPECIALTY INC	V6404173	9320	323.57	323.57	00080427
SIMPLICITY PATTERN CO	V6404292	4310	19.95	19.95	00080428
SKS INC	V6404058	4381	3,566.17	4,789.03	00080429
		4384	1,222.86		
*** VOID CONTINUE *** VOID.CONTINU					
TECHNICAL DUPLICATOR	V6404628	4310	437.09	33,109.30	00080431
		4320	5,521.77		
		5620	27,150.44		
UC REGENTS	V6404826	5805	8,550.00	8,550.00	00080432
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4347	32.08	32.08	00080434
ADVANCED OFFICE SERVI	V6408685	4320	1,376.58	1,421.58	00080435
		5610	45.00		
ALBERTSON'S	V6400138	4310	298.37	298.37	00080436
AUDIO VIDEO PARTNERS	V6405492	4370	159.86	159.86	00080437
AWARDS BY PAUL	V6400412	4320	176.18	176.18	00080438
B AND H PHOTO VIDEO I	V6400422	4310	526.50	2,924.50	00080439
		4410	2,398.00		
B AND K ELECTRIC WHOL	V6400623	4355	294.55	294.55	00080440
BSN SPORTS	V6400615	4310	1,895.83	1,895.83	00080441
CALIFORNIA WOODWORKIN	V6400725	4355	42.29	42.29	00080442

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DECKER, ROBERT L.	V6407432	5810	1,439.55	1,439.55	00080443
DUNN EDWARDS PAINTS	V6401448	4355	1,889.36	1,889.36	00080444
ECONOMY RENTALS INC	V6401478	5610 5620	239.11 838.45	1,077.56	00080445
EDUCATIONAL TESTING S	V6401522	4310	450.00	450.00	00080446
EWING IRRIGATION PROD	V6401634	4347	1,924.35	1,924.35	00080447
EXPRESS PIPE AND SUPP	V6401644	4355	989.63	989.63	00080448
FISH WINDOW CLEANING	V6409817	5610	800.00	800.00	00080449
HP DIRECT	V6408671	4310 4410	1,266.75 3,245.10	4,511.85	00080450
J.W. PEPPER AND SON I	V6402214	4310	31.70	31.70	00080451
JOSTENS	V6402437	4320	3,535.59	3,535.59	00080452
LAGUNA CLAY CO.	V6402645	4310	260.30	260.30	00080453
LANGUAGE NETWORK INC	V6409301	5810	315.00	315.00	00080454
LOS ANGELES FREIGHTLI	V6402833	4376	44.74	44.74	00080455
MACKIN LIBRARY MEDIA	V6402903	4210	1,261.26	1,261.26	00080456
MC FADDEN DALE HARDWA	V6403056	4347 4355	36.94 89.28	126.22	00080457
MOBILE INDUSTRIAL SUP	V6407890	4375	40.00	40.00	00080458
OCDE	V6403452	5210	250.00	250.00	00080459
OCDE	V6403452	5210	25.00	25.00	00080460
ORANGE UNIFIED SCHOOL	V6406015	5620	1,127.50	1,127.50	00080461
PARADIGM HEALTHCARE S	V6403536	5810	10,750.00	10,750.00	00080462
RAYVERN LIGHTING SUPP	V6409867	9320	311.96	311.96	00080463

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
RODRIGUEZ, JUANA	V6407579	5220	6.05	6.05	00080464
SCHOLASTIC BOOK CLUBS	V6404147	4310	1,446.89	1,446.89	00080465
SEHI COMPUTER PRODUCT	V6404221	4310	2,208.14	4,515.49	00080466
		4320	888.17		
		4410	1,419.18		
SMART AND FINAL	V6404304	4310	443.39	443.39	00080467
SMART AND FINAL IRIS	V6404306	4310	125.07	125.07	00080468
SOUTHWEST SCHOOL AND	V6404383	9320	50.90	50.90	00080469
STEVE SPANGLER SCIENC	V6408995	4310	198.87	198.87	00080470
SUPPLYMASTER	V6404538	4310	147.08	157.50	00080471
		4320	10.42		
TEACHER DIRECT	V6409564	4310	198.28	198.28	00080472
*** VOID CONTINUE *** VOID CONTINU			0.00	0.00	00080473
TECHNICAL DUPLICATOR	V6404628	4310	584.03	3,948.21	00080474
		4320	467.54		
		5610	2,896.64		
TECHNICAL DUPLICATOR	V6404628	4320	435.81	435.81	00080475
TRAFFIC CONTROL SERVI	V6404774	4355	41.00	41.00	00080476
UNION AUTO SERVICE CE	V6404840	4370	147.74	507.69	00080477
		5610	359.95		
UNISOURCE	V6405508	9320	23,568.30	23,568.30	00080478
WALKER JR HIGH SCHOOL	V6404990	5810	205.00	205.00	00080479
WEEKLY READER	V6405014	4315	205.60	205.60	00080480
WEST COAST BATTERIES	V6405029	4376	352.24	352.24	00080481
WESTRUX INTERNATIONAL	V6405053	4376	125.47	371.80	00080482
		4385	246.33		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
WESTSIDE BUILDING MAT	V6405054	4355	270.49	270.49	00080483
WURTH USA INC	V6408563	4385	186.50	186.50	00080484
XEROX	V6405124	5610 5620	103.00 264.38	367.38	00080485
*** CHECK GAP ***					
A U H S D FOOD SERVIC	V6400023	4390	72.25	72.25	00080492
ACS BILLING SERVICE	V6400072	5580	3,770.29	3,770.29	00080493
ADT SECURITY SYSTEMS	V6400100	5610	437.29	437.29	00080494
ALBA, MONICA	V6408201	5870	346.50	346.50	00080495
ALLIANCE ENVIRONMENTA	V6400169	5610	2,760.37	2,760.37	00080496
ALTON SCHOOL	V6400191	5860	5,364.00	5,364.00	00080497
AT AND T	V6400374	5918	131.74	131.74	00080498
AT AND T MCI	V6406157	5918	29.59	29.59	00080499
AT AND T MCI	V6406157	5918	178.44	178.44	00080500
BRANDMAN, JORDAN	V6409741	5210	173.65	173.65	00080501
CHILD SHUTTLE	V6406415	5870	7,456.00	7,456.00	00080502
CITY OF ANAHEIM	V6400957	5520 5530	11.92 122.91	134.83	00080503
DHK PLUMBING AND PIFI	V6409955	5610	3,575.50	3,575.50	00080504
GRACE EDUCATION CENTE	V6408592	5860	17,434.94	17,434.94	00080505
HILLYARD FLOOR CARE S	V6402055	4347	62,089.52	62,089.52	00080506
M.P. SOUTH INC	V6402889	5610	13,850.00	13,850.00	00080507
PSYCHOLOGICAL AND EDU	V6403779	4310	692.50	692.50	00080508

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
REFRIGERATION SUPPLIE	V6403873	4347	1,362.02	1,362.02	00080509
REGAL AWARDS	V6403875	4310	1,047.37	1,047.37	00080510
ROBERTS, STEVEN	V6404486	5220	28.27	28.27	00080511
SCHOLASTIC BOOK FAIRS	V6404148	4310	619.61	619.61	00080512
SIERRA PACKAGING	V6404280	4320	752.00	752.00	00080513
SMART KIDS TUTORING A	V6407162	5805	5,838.26	5,838.26	00080514
STATER BROS STORE	V6404453	4310	199.00	199.00	00080515
STUTZ ARTIANO SHINOFF	V6408054	5821	20,799.93	20,799.93	00080516
THE CALIFORNIA CARPET	V6410085	5610	675.00	675.00	00080517
U S BANK	V6406511	4320	329.00	1,542.11	00080518
		5880	1,213.11		
WOOLDRIDGE, NINA	V6408424	5805	3,500.00	3,500.00	00080519
*** CHECK GAP ***					
A U H S D FOOD SERVIC	V6400023	4390	16,278.80	16,278.80	00080527
A+ EDUCATIONAL CENTER	V6409869	5805	13,624.00	13,624.00	00080528
ADVANCE PLACEMENT PRO	V6400103	4310	348,676.00	348,676.00	00080529
ALT REV CASH FUND	V6405194	4310	815.54	995.38	00080530
		4320	159.84		
		5910	20.00		
ALT REV CASH FUND	V6405195	4320	80.23	80.23	00080531
ALT REV CASH FUND	V6405195	4310	317.96	543.27	00080532
		4320	108.38		
		4347	26.93		
		5910	90.00		
ALT REV CASH FUND	V6405196	4310	200.00	540.25	00080533
		4320	150.04		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ALT REV CASH FUND	V6405196	4320	10.23	10.23	00080534
ALT REV CASH FUND	V6405196	5910	7.10	7.10	00080535
ALT REV CASH FUND	V6405197	4310	135.94	443.02	00080536
		4320	288.48		
		5910	18.60		
ALT REV CASH FUND	V6405198	4310	125.80	442.07	00080537
		4320	84.40		
		4347	49.87		
		5910	182.00		
ALTERNATIVE REVOLVING	V6400190	4310	235.92	349.01	00080538
		4320	113.09		
F. M. THOMAS AIR CONDI	V6401651	5610	558.40	558.40	00080539
GAS COMPANY, THE	V6404372	5510	140.82	140.82	00080540
HOME DEPOT	V6405234	4347	539.26	1,140.40	00080541
		4355	601.14		
JACKSONS A S BREA	V6406346	4347	100.70	100.70	00080542
JETS WEST JETTING AND	V6408159	5610	275.00	275.00	00080543
JOSTENS	V6402437	4320	926.55	926.55	00080544
KNORR SYSTEMS	V6402610	5610	1,291.47	1,291.47	00080545
NASCO MODESTO	V6403253	4310	88.04	88.04	00080546
NATIONAL GEOGRAPHIC S	V6401980	4210	7,530.35	7,530.35	00080547
NEXTEL COMMUNICATIONS	V6403356	5918	4,913.15	4,913.15	00080548
OFFICE DEPOT	V6403421	4310	716.49	716.49	00080549
ORANGE COUNTY FARM SU	V6403455	4347	1,478.25	1,478.25	00080550
ORANGE COUNTY FIRE PR	V6403457	5610	566.22	566.22	00080551

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PITNEY BOWES	V6403677	5910	4,767.05	4,767.05	00080552
RENAISSANCE LEARNING	V6403894	4310	215.33	215.33	00080553
THERAPEUTIC EDUCATION	V6404702	5860	9,225.00	9,225.00	00080554
U S POST OFFICE	V6404814	5910	100.00	100.00	00080555
*** CHECK GAP ***					
AT AND T	V6400374	5918	19.71	19.71	00080560
FEDERAL EXPRESS	V6401675	5910	534.90	534.90	00080561
FINNEY COMPANY	V6407210	4310	4,103.25	4,103.25	00080562
FOLLETT LIBRARY RESOU	V6401725	4315	548.71	548.71	00080563
FULLERTON ACE HARDWAR	V6405244	4310	13.04	13.04	00080564
HOME DEPOT	V6405234	4347 4355	8.40 738.75	747.15	00080565
HOUGHTON MIFFLIN COMP	V6402084	4210 4310 4320	204.45 308.03 -100.84	411.64	00080566
JOSTENS	V6402437	4320	2,656.11	2,656.11	00080567
LAIOLA, JIM	V6402340	5610	100.00	100.00	00080568
LANGUAGE NETWORK INC	V6409301	5810	350.00	350.00	00080569
LIBRARY STORE, THE	V6402737	4310	55.58	55.58	00080570
LIBRARY VIDEO COMPANY	V6402738	4310	355.94	355.94	00080571
MACKIN LIBRARY MEDIA	V6402903	4210	174.78	174.78	00080572
MONTGOMERY HARDWARE C	V6405624	4355	776.92	776.92	00080573
MULTI HEALTH SYSTEMS	V6403217	4310	252.41	252.41	00080574
NORTH ORANGE COUNTY R	V6403384	5805	69,654.00	69,654.00	00080575

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PEOPLES EDUCATION	V6403630	4210	1,967.28	1,967.28	00080576
PERLMUTTER PURCHASING	V6409934	4310 4320	914.52 449.14	1,363.66	00080577
POOL SUPPLY OF ORANGE	V6403700	4347	1,784.14	1,784.14	00080578
PYRAMID SCHOOL PRODUC	V6403798	4310	279.50	279.50	00080579
REFRIGERATION SUPPLIE	V6403873	4347	38.48	38.48	00080580
SCHOLASTIC BOOK CLUBS	V6404147	4310	2,348.64	2,348.64	00080581
SMART AND FINAL IRIS	V6404306	4390	193.20	193.20	00080582
SOCIAL STUDIES SCHOOL	V6404322	4310	379.93	379.93	00080583
SOUTHERN CALIFORNIA E	V6404370	5520	105,422.50	105,422.50	00080584
SPICERS PAPER INC	V6404405	4320	1,257.22	1,257.22	00080585
TEACHER CREATED MATER	V6404605	4310	913.48	913.48	00080586
TEACHER'S DISCOVERY	V6404620	4310	168.73	168.73	00080587
TOMARK SPORTS INC.	V6404748	4355	291.76	291.76	00080588
TROXELL COMMUNICATION	V6404796	4310 4410	1,128.83 1,693.26	2,822.09	00080589
TRYCO	V6410042	4355	7,590.75	7,590.75	00080590
XEROX	V6405124	5610	51.99	51.99	00080591
*** CHECK GAP ***					
ALBERTSON'S	V6400138	4310	589.76	589.76	00080593
AT AND T	V6400374	5918	585.00	585.00	00080594
B AND M LAWN AND GARD	V6400423	6490	5,999.74	5,999.74	00080595
BROOKHURST JUNIOR HIG	V6400602	5810	327.00	327.00	00080596

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
C.A.S.H.	V6400650	5210	1,282.00	1,282.00	00080597
CAL'S CAMERA INC	V6400670	4310	39.15	39.15	00080598
CAMBRIDGE UNIVERSITY	V6400737	4210	3,795.16	3,795.16	00080599
CAMERON WELDING SUPPL	V6400741	4355	43.66	93.62	00080600
		5610	49.96		
CANNON SPORTS INC	V6400749	9320	926.49	926.49	00080601
CCP INDUSTRIES INC	V6400816	9320	1,334.11	1,334.11	00080602
CERTIFIED ART SUPPLY	V6400850	9320	701.66	701.66	00080603
CHAMPION CHEMICAL CO.	V6400860	9320	3,153.53	3,153.53	00080604
CHEN, ROSE	V6408456	5220	30.80	30.80	00080605
CITY OF ANAHEIM	V6400957	5520	62,681.17	79,340.43	00080606
		5530	9,122.67		
		5580	7,536.59		
CM SCHOOL SUPPLY	V6400991	4320	549.11	549.11	00080607
COUNTS, JACKIE	V6406390	5220	31.35	31.35	00080608
DALE JUNIOR HIGH ASE	V6405581	5810	1,152.00	1,152.00	00080609
DIDONATO, PATRICIA	V6407435	5220	61.05	61.05	00080610
FAMILY LIFE CENTER	V6410079	5860	3,645.20	3,645.20	00080611
KELLY, JANE	V6402254	5220	179.15	179.15	00080612
KRUEGER, CELESTE	V6409442	5220	28.60	28.60	00080613
LOPEZ, CINDY	V6407771	5220	40.15	40.15	00080614
M.P. SOUTH INC	V6402889	5610	5,721.00	5,721.00	00080615
MEEHAN, LACEY	V6409733	5220	111.82	111.82	00080616
MERCADO, CLAUDIA	V6406536	5220	30.80	30.80	00080617

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ORNELAS SMITH, JULIE	V6408683	5220	297.00	297.00	00080618
PETTIT, CYNTHIA	V6405571	5210 5220	421.04 459.27	880.31	00080619
PHAM, RICK	V6406082	5220	39.88	39.88	00080620
RALPHS GROCERY CO	V6403828	4310	198.84	198.84	00080621
SEHI COMPUTER PRODUCT	V6404221	4310 4320	67.97 2,675.25	2,743.22	00080622
SINGH, AJAY	V6409831	5220	50.05	50.05	00080623
SMART AND FINAL IRIS	V6404306	4310	132.52	132.52	00080624
STEINBRICK, GAIL	V6408751	5220	52.75	52.75	00080625
VERIZON WIRELESS	V6404918	5918 9205	10,197.22 68.62	10,265.84	00080626
VIVEROS, GUADALUPE	V6407592	5220	45.38	45.38	00080627
WAXIE SANITARY SUPPLY	V6405008	9320	10,544.76	10,544.76	00080628
WEST LITE SUPPLY CO I	V6405035	9320	709.59	709.59	00080629
WILSON, KELLY A	V6409563	5220	52.25	52.25	00080630
YELLOWSTONE BOYS AND	V6406828	5860	1,990.00	1,990.00	00080631
*** CHECK GAP ***					
1 TO 1 TUTOR LLC	V6409415	5805	2,170.00	2,170.00	00080633
A Z PARTS SALES	V6409623	4385	34.01	34.01	00080634
AAA ELECTRIC MOTOR SA	V6400033	4347	308.15	308.15	00080635
AAVIM	V6400040	4310	541.47	541.47	00080636
ACORN MEDIA	V6400068	4210 4310 4320	105.46 86.34 390.41	582.21	00080637

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ACOUSTICAL MATERIAL S	V6400070	4355	115.05	115.05	00080638
ACSA'S FOUNDATION FOR	V6400076	5880	880.00	880.00	00080639
ACTION DOOR REPAIR CO	V6400081	5610	1,798.25	1,798.25	00080640
AEQUITAS SOLUTIONS IN	V6410087	5880	5,600.00	5,600.00	00080641
AMERICAN THEATER ARTS	V6410033	8650	100.00	100.00	00080642
ANAHEIM DISPOSAL	V6400256	5580	1,215.60	1,215.60	00080643
APPLIED PRACTICE LTD.	V6400324	4210	447.44	447.44	00080644
ART SUPPLY WAREHOUSE	V6400350	4310	230.40	230.40	00080645
AUTISM PARTNERSHIP	V6409305	5860	3,866.00	3,866.00	00080646
AVES AUDIO VISUAL SYS	V6409487	4310	468.00	468.00	00080647
CALIFORNIA DEPARTMENT	V6400686	9510	37,043.00	37,043.00	00080648
CALIFORNIA STATE TEAC	V6406204	3101	1,755.71	1,755.71	00080649
CHAMBERS PROPERTY SER	V6406716	5805	3,500.00	3,500.00	00080650
CINNAMON HILLS YOUTH	V6407425	5860	2,700.00	2,700.00	00080651
CINTAS FIRE PROTECTIO	V6409713	5610	290.00	290.00	00080652
CLARK SECURITY PRODUC	V6400966	4355	119.26	119.26	00080653
CLIMATEC BUILDING TEC	V6400983	5610	315.00	315.00	00080654
COCO PRINTING AND GRA	V6410045	5810	130.50	130.50	00080655
COLORADO BOYS RANCH	V6406448	5860	2,789.60	2,789.60	00080656
COMPUTER GEEKS, THE	V6408823	4320	171.47	171.47	00080657
CONSOLIDATED ELECTRIC	V6407431	4355	32.77	32.77	00080658
CONTEMPORARY DRAMA SE	V6401083	4310	68.63	68.63	00080659

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CVT RECYCLING	V6407455	5580	95.40	95.40	00080660
DEVEREUX TEXAS TREATM	V6401339	5860	9,608.60	9,608.60	00080661
FERGUSON ENTERPRISES	V6409823	4355	163.96	163.96	00080662
FOUNTAIN VALLEY SCHOO	V6405391	5805	1,290.84	1,290.84	00080663
GANAHL LUMBER CO	V6401804	4310	5,207.40	5,207.40	00080664
GREAT AMERICA LEASING	V6407856	5620	131.06	131.06	00080665
HOLLANDER GLASS INC	V6402071	4310	21.53	21.53	00080666
JART DIRECT MAIL SERV	V6402271	5810	107.30	225.74	00080667
		5910	118.44		
OCE USA INC	V6403413	5620	481.77	481.77	00080668
OCEAN VIEW SCHOOL DIS	V6407370	5805	819.03	819.03	00080669
PIERCE, ERIC	V6409628	5810	130.00	130.00	00080670
REFRIGERATION SUPPLIE	V6403873	4347	20.92	20.92	00080671
ROSES ACE HARDWARE	V6404018	4310	88.85	88.85	00080672
ROSSIER PARK HIGH SCH	V6405342	5860	10,585.00	10,585.00	00080673
S C MARKETING	V6404053	9320	738.26	738.26	00080674
SHILOH TREATMENT CENT	V6404266	5860	6,360.00	6,360.00	00080675
SMARTSOUND SOFTWARE I	V6409985	4310	1,158.59	1,158.59	00080676
VERIZON WIRELESS	V6404918	5918	536.60	536.60	00080677
WESTMINSTER SCHOOL DI	V6405052	5805	965.40	965.40	00080678
YELLOW CAB OF GREATER	V6405135	5870	2,661.00	2,661.00	00080679

*** CHECK GAP ***

A 1 FENCE COMPANY V6408537 4355 286.53 2,306.19 00080687

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		5610	2,019.66		
ABE'S PLUMBING	V6406307	5610	2,375.00	2,375.00	00080688
ACORN MEDIA	V6400068	4320	350.18	350.18	00080689
ADT SECURITY SYSTEMS	V6400100	5610	1,038.83	1,038.83	00080690
ALBERTSON'S	V6400138	4310	562.01	562.01	00080691
ALT REV CASH FUND	V6405194	4310	49.59	456.97	00080692
		4320	111.23		
		5880	296.15		
ALT REV CASH FUND	V6405195	4310	236.13	505.21	00080693
		4390	219.08		
		5620	50.00		
ALT REV CASH FUND	V6405196	4310	57.33	334.11	00080694
		4390	276.78		
ALT REV CASH FUND	V6405197	4310	734.76	1,318.91	00080695
		4320	157.88		
		4347	21.67		
		4390	268.80		
		5210	91.00		
		5910	44.80		
ALT REV CASH FUND	V6405198	4320	34.83	518.51	00080696
		4390	483.68		
ALTERNATIVE REVOLVING	V6400190	4310	503.32	962.01	00080697
		4320	86.58		
		5880	363.31		
		5910	8.80		
ALVARADO PAINTING, A	V6406348	5610	3,540.00	3,540.00	00080698
ANAHEIM UNION HIGH SC	V6400267	5454	10,136.56	10,136.56	00080699
APPLE INC	V6400319	4310	541.58	541.58	00080700
B AND H PHOTO VIDEO I	V6400422	4310	294.00	3,438.00	00080701
		4410	3,144.00		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
B AND K ELECTRIC WHOL	V6400623	4355	472.77	472.77	00080702
B AND M LAWN AND GARD	V6400423	4347	174.17	174.17	00080703
BASIC SCIENCE INC.	V6406072	4310	1,042.42	1,042.42	00080704
BEACON DAY SCHOOL	V6409269	5860	11,131.70	11,131.70	00080705
BEE BUSTERS	V6400472	5610	325.00	325.00	00080706
BELL PIPE AND SUPPLY	V6400476	4355	42.84	42.84	00080707
BELLWORK	V6409709	4210	2,707.71	2,707.71	00080708
BIOMETRICS4ALL INC	V6409224	5880	15.75	15.75	00080709
BLACK AND DECKER U S	V6400533	4355	89.77	89.77	00080710
BORDERS EXPRESS #0435	V6409750	4310	711.10	711.10	00080711
BRADLEY COMPANY, E. B	V6401456	4355	51.27	51.27	00080712
BRAINPOP LLC	V6407109	5880	1,995.00	1,995.00	00080713
BSN SPORTS	V6400615	5560	1,104.23	1,104.23	00080714
CATHEDRAL HOME FOR CH	V6407473	5860	6,080.00	6,080.00	00080715
CDW GOVERNMENT INC.	V6400819	4410	640.54	640.54	00080716
CENGAGE LEARNING	V6404723	4210	7,910.03	7,910.03	00080717
CINTAS FIRE PROTECTIO	V6409713	5610	400.00	400.00	00080718
COCO PRINTING AND GRA	V6410045	5810	3,055.88	3,055.88	00080719
COOK EQUIPMENT CO O	V6401096	4347	80.64	80.64	00080720
CORPORATE EXPRESS	V6401104	4310	136.37	1,915.95	00080721
		9320	1,779.58		
CORWIN PRESS INC.	V6401107	4310	45.05	45.05	00080722
CROWN TROPHY	V6401151	5880	629.12	629.12	00080723

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CRYSTAL GLASS AND MIR	V6401153	4355	2,046.22	2,046.22	00080724
DEMCO INC	V6401318	4310	129.41	129.41	00080725
DUNN EDWARDS PAINTS	V6401448	4355	187.67	187.67	00080726
ECONOMY RENTALS INC	V6401478	5620	54.58	54.58	00080727
EDUCATIONAL INNOVATIO	V6401510	4310	296.66	296.66	00080728
EVALUMETRICS INC.	V6409351	4310	5,739.58	5,739.58	00080729
EWING IRRIGATION PROD	V6401634	4347	1,128.47	1,128.47	00080730
EXCELERATE SOFTWARE I	V6405107	5810	1,250.00	1,250.00	00080731
EXPRESS PIPE AND SUPP	V6401644	4347	15.72	45.49	00080732
		4355	29.77		
GOLDEN STATE WATER CO	V6408018	5530	111.65	111.65	00080733
GOODWILL IND. OF O.C.	V6400379	5810	6.00	6.00	00080734
GREATER ANAHEIM SELPA	V6401927	7211	85.00	85.00	00080735
HOME DEPOT	V6405234	4320	273.40	1,422.19	00080736
		4347	53.24		
		4355	1,095.55		
INLAND TOP SOIL	V6402153	4347	489.38	489.38	00080737
J J J FLOOR COVERING	V6402210	5610	1,130.00	1,130.00	00080738
JACKSONS A S BREA	V6406346	4347	276.53	276.53	00080739
JOSTENS	V6402437	4310	538.31	538.31	00080740
MACKIN LIBRARY MEDIA	V6402903	4210	3,717.53	3,717.53	00080741
NATIONWIDE PAPERS	V6403312	4320	1,206.58	1,206.58	00080742
OFFICE DEPOT	V6403421	4320	177.70	177.70	00080743
ORANGE COUNTY FIRE PR	V6403457	5610	1,653.14	1,653.14	00080744

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ORANGE COUNTY PUMP CO	V6403460	4355	160.00	160.00	00080745
ORVAC ELECTRONICS	V6403479	4320	297.92	297.92	00080746
PARADIGM HEALTHCARE S	V6403536	5810	1,523.35	1,523.35	00080747
PETITT, CYNTHIA	V6405571	5220	238.98	238.98	00080748
PIPS	V6407384	3601	465,816.75	621,089.00	00080749
	3602	3602	155,272.25		
PULEO EDUCATIONAL CON	V6409213	5805	400.00	400.00	00080750
PYRAMID SCHOOL PRODUC	V6403798	4310	626.08	626.08	00080751
RALPHS GROCERY CO	V6403828	4310	52.13	52.13	00080752
REGAL AWARDS	V6403875	4320	67.53	67.53	00080753
SELLECK PH.D., GEORG	V6401840	5810	370.17	370.17	00080754
SMART AND FINAL IRIS	V6404306	4390	193.20	193.20	00080755
TARGET STORES	V6404598	4310	642.00	642.00	00080756
TECHNICAL DUPLICATOR	V6404628	5610	84.00	84.00	00080757
TRYCO	V6410042	4355	1,607.54	1,607.54	00080758
*** CHECK GAP ***					
A 1 FENCE COMPANY	V6408537	5610	2,474.00	2,474.00	00080766
ALCALA, NORMA	V6410088	5850	2,700.00	2,700.00	00080767
ALL COUNTY ENVIRONMEN	V6409177	5610	2,915.00	2,915.00	00080768
AUGUSTIN EGELSEE LLP	V6407847	5850	4,375.00	4,375.00	00080769
BELFOR USA GROUP INC	V6409702	5610	6,351.43	6,351.43	00080770
CALIFORNIA SCHOOL MAN	V6409922	5810	2,300.00	2,300.00	00080771
CULVER NEWLIN INC	V6401188	4310	4,532.03	4,532.03	00080772

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
FEDERAL EXPRESS	V6401675	5910	24.35	24.35	00080773
FENN TERMITE AND PEST	V6401679	5610	400.00	400.00	00080774
FISHER SCIENCE EDUCAT	V6401697	4310	213.66	213.66	00080775
FIVE STAR RUBBER STAM	V6405116	4320	353.61	353.61	00080776
FLINN SCIENTIFIC FOUN	V6406221	4310	2,764.34	3,368.19	00080777
		4410	603.85		
FLINN SCIENTIFIC INC	V6401708	4210	258.80	258.80	00080778
FOKI'S MICROSCOPE AND	V6401720	5610	67.19	67.19	00080779
NEXTEL COMMUNICATIONS	V6403356	5918	4,913.15	4,913.15	00080780
NJROTC	V6410096	5880	880.00	880.00	00080781
PAK WEST PAPER AND PA	V6403513	9320	1,530.12	1,530.12	00080782
PEARSON EDUCATION	V6403609	4210	458.21	458.21	00080783
PEOPLES EDUCATION	V6403630	4210	6,885.14	6,885.14	00080784
PERLMUTTER PURCHASING	V6409934	4310	205.54	205.54	00080785
ROSEN PUBLISHING GROU	V6404017	4210	52.99	52.99	00080786
SADDLEBACK EDUCATIONA	V6404066	4210	271.88	271.88	00080787
SCIENCE KIT INC AND B	V6404183	4310	1,944.95	1,944.95	00080788
SEHI COMPUTER PRODUCT	V6404221	4310	286.66	286.66	00080789
SHILOH TREATMENT CENT	V6404266	5860	1,590.00	1,590.00	00080790
SMART AND FINAL	V6404304	4310	305.53	305.53	00080791
STATER BROS STORE	V6404453	4310	135.52	135.52	00080792
STRAIGHT TALK CLINIC	V6404492	5810	4,724.20	4,724.20	00080793
SUPERIOR PRODUCTS	V6404536	4310	10,884.93	15,219.16	00080794

Vendor Check Register

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4410	4,334.23		
TROXELL COMMUNICATION	V6404796	4310	60.90	60.90	00080795
ULINE	V6406546	4320	164.21	164.21	00080796
WARD'S NATURAL SCIENC	V6404999	4310	187.10	187.10	00080797

TOTAL FOR FUND: 0101 GENERAL FUND 2,768,003.03

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Object	Amount	Check Amt	CK #
		Object	Object Total			
		3101	1,755.71			
		3601	465,816.75			
		3602	155,272.25			
		3701	963.40			
		4210	37,748.47			
		4310	449,281.99			
		4315	754.31			
		4320	38,986.06			
		4347	83,695.55			
		4355	27,256.13			
		4370	2,848.88			
		4375	40.00			
		4376	2,513.18			
		4380	650.00			
		4381	3,566.17			
		4384	1,723.11			
		4385	2,223.53			
		4386	6,570.34			
		4387	23.91			
		4388	130.82			
		4390	17,985.79			
		4410	30,605.58			
		5210	3,288.35			
		5220	3,088.60			
		5454	10,136.56			
		5510	140.82			
		5520	295,455.57			
		5530	16,955.49			
		5560	1,104.23			
		5580	19,810.03			
		5610	105,122.79			
		5620	30,098.18			
		5805	307,163.41			
		5810	29,926.95			
		5821	20,799.93			
		5850	7,075.00			
		5860	120,495.67			
		5870	10,463.50			
		5880	12,896.44			
		5910	6,556.20			
		5918	21,504.60			
		6212	32.00			

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
	6490		16,176.72		
	7141		144,347.56		
	7211		85.00		
	7221		145,103.96		
	8290		11,899.44		
	8590		12,240.49		
	8650		100.00		
	9205		68.62		
	9320		48,411.99		
	9510		37,043.00		

TOTAL FOR FUND: 0101 GENERAL FUND 2,768,003.03

Total Number Of Checks Printed: 456
 Number Of Void Checks Printed: 2
 Number Of Actual Checks Printed: 454

FUND: 1111 ADULT EDUCATION

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SURVEYMONKEY.COM	V6409962	5310	200.00	200.00	00080394
*** CHECK GAP ***					
TECHNICAL DUPLICATOR	V6404628	5610	380.97	380.97	00080486
*** CHECK GAP ***					
ALT REV CASH FUND	V6405194	4199	100.00	100.00	00080556
ALT REV CASH FUND	V6405197	4199	50.00	50.00	00080557
ALT REV CASH FUND	V6405198	4199	40.00	63.69	00080558
		4320	23.69		
ALTERNATIVE REVOLVING	V6400190	4199	50.00	84.80	00080559
		4320	34.80		
*** CHECK GAP ***					
VERIZON WIRELESS	V6404918	5918	117.26	117.26	00080632
*** CHECK GAP ***					
ACORN MEDIA	V6400068	4320	257.09	257.09	00080680
CASAS	V6409119	5210	1,575.00	1,575.00	00080681
*** CHECK GAP ***					
ALT REV CASH FUND	V6405198	4199	50.00	130.77	00080759
		4320	80.77		
TECHNICAL DUPLICATOR	V6404628	5620	581.99	581.99	00080760
*** CHECK GAP ***					
SEHI COMPUTER PRODUCT	V6404221	4320	124.76	124.76	00080798
TOTAL FOR FUND: 1111 ADULT EDUCATION 3,666.33					

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		4199	290.00		
		4320	521.11		
		5210	1,575.00		
		5310	200.00		
		5610	380.97		
		5620	581.99		
		5918	117.26		
TOTAL FOR FUND: 1111 ADULT EDUCATION			3,666.33		

Total Number Of Checks Printed: 12
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 12

FUND: 1414 DEFERRED MAINT

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
STONE ELECTRIC INC	V6409483	5610	6,830.00	6,830.00	00080395
THOMAS M. MEZA COMPAN	V6409916	5610	5,625.00	5,625.00	00080520

TOTAL FOR FUND: 1414 DEFERRED MAINT 12,455.00

Object	Object Total
5610	12,455.00
TOTAL FOR FUND: 1414 DEFERRED MAINT	12,455.00

Total Number Of Checks Printed: 2
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 2

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SCHOOL FACILITY CONSU	V6404158	6245	1,590.00	1,590.00	00080327
*** CHECK GAP ***					
ENCORP	V6409154	6250	4,075.00	4,075.00	00080333
G.D. ELECTRIC	V6407551	6274	2,800.00	2,800.00	00080334
WESTGROUP DESIGNS	V6409776	6212	36,577.19	36,577.19	00080335
*** CHECK GAP ***					
ADVANCED OFFICE SERVI	V6408685	6156	325.00	325.00	00080376
*** CHECK GAP ***					
WCS CA INC	V6409068	6274	6,082.77	6,082.77	00080433
*** CHECK GAP ***					
BEST BEST AND KRIEGER	V6400491	6156	17,990.26	17,990.26	00080487
CONSTRUCTION CONTROLS	V6407887	6272	79,483.12	79,483.12	00080488
KNOWLAND CONSTRUCTION	V6409073	6219	28,030.00	28,030.00	00080489
SCHOOL FACILITY CONSU	V6404158	6245	5,655.00	5,655.00	00080490
*** CHECK GAP ***					
BEST BEST AND KRIEGER	V6400491	6156	68,938.05	68,938.05	00080521
BUILDING GROUP, THE	V6408794	6274	18,745.00	18,745.00	00080522
J AND A FENCE	V6409989	6126	7,295.00	7,295.00	00080523
TWINING LABORATORIES	V6404809	6250	1,315.31	1,315.31	00080524
U S BANK NATIONAL AS	V6406908	5810	825.00	825.00	00080525
*** CHECK GAP ***					

FUND: 2121 GO BOND 2002A

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BUDLONG AND ASSOCIATE	V6409794	6212	1,959.00	1,959.00	00080761
CASTLEROCK ENVIRONMEN	V6410001	6276	15,345.00	15,345.00	00080762
GIANNELLI ELECTRIC IN	V6401857	6276	5,087.00	5,087.00	00080763

TOTAL FOR FUND: 2121 GO BOND 2002A 302,117.70

Object	Object Total
5810	825.00
6126	7,295.00
6156	87,253.31
6212	38,536.19
6219	28,030.00
6245	7,245.00
6250	5,390.31
6272	79,483.12
6274	27,627.77
6276	20,432.00

TOTAL FOR FUND: 2121 GO BOND 2002A 302,117.70

Total Number Of Checks Printed: 18
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 18

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	00080526

TOTAL FOR FUND: 2525 CAPITAL FAC 1,475.81

Object	Object Total
6221	1,475.81

TOTAL FOR FUND: 2525 CAPITAL FAC 1,475.81

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

FUND: 6768 INS-WCI

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GOLDEN WEST MEDICAL C V6401892		5890	396.94	396.94	00080592
*** CHECK GAP ***					
OCCUPATIONAL HEALTH C V6406429		5890	128.07	128.07	00080682
*** CHECK GAP ***					
AUHSD	V6400400	5890	982.11	982.11	00080764
PRIMARY AND MULTISPEC V6407482		5890	417.34	417.34	00080765
*** CHECK GAP ***					
TOTAL FOR FUND: 6768 INS-WCI				1,924.46	

Object	Object Total
5890	1,924.46
TOTAL FOR FUND: 6768 INS-WCI	1,924.46

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

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GALLAGHER BENEFIT SER	V6408675	5812	10,500.00	10,500.00	00080328
*** CHECK GAP ***					
AMERICAN FIDELITY ASS	V6408036	5450	10,542.43	10,542.43	00080377
METLIFE	V6408692	5462	22,948.98	22,948.98	00080378
MHN SERVICES	V6406987	5463	29,258.80	29,258.80	00080379
*** CHECK GAP ***					
AUHS	V6400400	5891	1,235,318.61	1,243,823.72	00080491
8,505.11					
*** CHECK GAP ***					
ANTHEM BLUE CROSS	V6409810	5461	969,844.03	969,844.03	00080683
DELTA CARE USA	V6405542	5461	12,025.13	12,025.13	00080684
PINNACLE CLAIMS MANAG	V6409946	5812	115,612.62	115,612.62	00080685
VISION SERVICE PLAN	V6404956	5464	38,522.71	38,522.71	00080686

TOTAL FOR FUND: 6769 INS - H&W 2,453,078.42

Object	Object Total
5450	10,542.43
5461	981,869.16
5462	22,948.98
5463	29,258.80
5464	38,522.71
5812	126,112.62
5891	1,235,318.61
5895	8,505.11
TOTAL FOR FUND: 6769 INS - H&W 2,453,078.42	

ANAHEIM UHSD

06/16/09

Vendor Check Register

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PPage

TUE, JUN 16, 2009, 8:20 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 9955501 #J1071--prog: CK517 <1.01>---report id: CKRECSOC

FUND: 6769 INS - H&W

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

BOARD OF TRUSTEES
Minutes
Thursday, May 14, 2009

1. **CALL TO ORDER–ROLL CALL**

President Katherine H. Smith called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:00 p.m.

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

2. **ADOPTION OF AGENDA**

Staff requested the following amendments to the agenda:

- Agenda items 10.11.1 through 10.11.9, remove the words "that is described above in agenda item 11.12."

On the motion of Mr. O'Neal, 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 2:03 p.m.

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND MOMENT OF SILENCE**

5.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:01 p.m.

5.2 **Pledge of Allegiance and Moment of Silence**

Paul Sevillano, Western High School principal, led the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

6. **INTRODUCTION OF GUESTS**

Mr. Holguin introduced Sharon Yager and Julie Payne, CSEA; Joanne Fawley, ASTA; Lisa Rockwell and Patricia Montelongo, APGA; Kelly Wilson, ALTA; Steve Howard, AFSCME; Alexandria Coronado, Orange County Department of Education board member; and Irv Trinkle, Centralia School District board member.

Dr. Farley acknowledged Mike Matsuda, North Orange County Community College District board member.

7. REPORTS

7.1 Closed Session

Board Clerk Thomas "Hoagy" Holguin reported the following actions taken in closed session.

7.1.1 No action taken regarding performance evaluation.

7.1.2 No action taken regarding real property.

7.1.3 No action taken regarding real property.

7.1.4 No action taken regarding negotiations.

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

1. 08-231 under Education Code 48900(a)(1), 48900(j), 48900(k), 48900.4
2. 08-244 under Education Code 48900(c)
3. 08-246 under Education Code 48900(c), 48915(a)(3)
4. 08-247 under Education Code 48900(i), 48900(k), 48915(b)(1)
5. 08-248 under Education Code 48900(a)(1), 48915(a)(5)
6. 08-254 under Education Code 48900(a)(1), 48900(k)
7. 08-255 under Education Code 48900(c)
8. 08-256 under Education Code 48900(a)(1)
9. 08-257 under Education Code 48900(b), 48915(a)(2)
10. 08-259 under Education Code 48900(c), 48915(a)(3)
11. 08-260 under Education Code 48900(c), 48900(j)
12. 08-261 under Education Code 48900(a)(1), 48900(k), 48900(j), 48915(a)(2)
13. 08-262 under Education Code 48900(c)
14. 08-263 under Education Code 48900(a)(1), 48900(k)
15. 08-264 under Education Code 48900(a)(1), 48915(b)(1)
16. 08-265 under Education Code 48900(k)
17. 08-267 under Education Code 48900(a)(1), 48915(b)(1)
18. 08-268 under Education Code 48900(b), 48915(a)(2)
19. 08-269 under Education Code 48900(a)(1), 48915(b)(1)
20. 08-270 under Education Code 48900(a)(1), 48900(b), 48900(k), 48915(c)(2)
21. 08-271 under Education Code 48900(b), 48900(k), 48915(a)(2)
22. 08-272 under Education Code 48900(b), 48900(k), 48915(a)(2)
23. 08-273 under Education Code 48900(b), 48900(k), 48915(a)(2)
24. 08-274 under Education Code 48900(b), 48900(k), 48915(a)(2)
25. 08-275 under Education Code 48900(b), 48900(k), 48915(a)(2)
26. 08-277 under Education Code 48900(b), 48900(k), 48915(a)(2)
27. 08-278 under Education Code 48900(b), 48900(k), 48915(a)(2)
28. 08-281 under Education Code 48900(a)(1), 48900(b), 48900(k)
29. 08-282 under Education Code 48900(b), 48900(k), 48915(a)(2)
30. 08-283 under Education Code 48900(a)(1), 48900(c), 48915(a)(3)

7.1.6 The Board of Trustees took formal action to approve the readmission of student 07-285.

7.2 **Principal's Report**

Dr. Sevillano presented a report on Western High School noting that a mid-term review by the WASC Accreditation Committee granted them accreditation for the remainder of a six-year term, through 2012. He announced that for the second time, Western High School received the California Distinguished School award. He added that the API score increased by 30 points, and the students met all of the API sub group growth targets. Dr. Sevillano said that Western students also met all AYP sub group targets and criteria. He discussed the six innovative Career Technical Education Pathway programs that are available: Media Arts, Animation and Video Productions; Protective Services Pathway, Forensics and Fire Tech; Education Pathway, Careers in Teaching; Culinary Arts Pathway, Specialty Classes (Catering and International Foods); BITA; and Manufacturing and Engineering Pathway. He also discussed co-curricular activities.

7.3 **Reports of Associations**

7.3.1 Joanne Fawley, ASTA president, acknowledged the good relationship that exists between ASTA and the district. She emphasized the good news that some teachers will have their layoff notice rescinded. She noted that the agenda highlights two important programs, the Ninth-Grade Academy and Arts Advantage. She thanked the board and staff for their continued commitment.

7.3.2 Lisa Rockwell, APGA co-president, shared the "Best in the West" award, which was received by Brookhurst and Ball Junior High Schools for their Support Personnel Accountability Report Card (SPARC). She explained that the process took three years.

Patricia Montelongo, APGA co-president, reported that they are busy registering students for summer school. She invited the board and cabinet to attend an APGA social gathering on Friday, May 29, 2009.

8. **PRESENTATIONS**

8.1 **Classified Recognition Week, May 18-22, 2009**

Proclamations honoring classified employees of the district were presented to Treasurer Steve Howard, American Federation of State, County and Municipal Employees (AFSCME); President Sharon Yager, California School Employees Association (CSEA); and President Kelly Wilson, Anaheim Leadership Team Association (ALTA).

8.2 **Classified Employee Recognition**

8.2.1 The Board of Trustees honored the 2008 Classified Employee of the Year, Marion Dawirs. Mrs. Dawirs is an instructional assistant for severely handicapped students at Anaheim High School. The board has traditionally recognized the current school year's classified employee of the year in May.

8.2.2 The Board of Trustees honored the 2009 Classified Employee of the Year, Connie Cobian. Mrs. Cobian is a bilingual secretary and the district office receptionist.

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

Chelsea Coronado invited the Board of Trustees and cabinet members to attend the Cypress High School year end dance program on June 5, at the AUHSD Performing Arts Center at Kennedy High School, at 7:00 p.m. She acknowledged her teacher Kerry Fenton for all of her support.

10. ITEMS OF BUSINESS

10.1 **Arts Advantage**

Ron Hoshi and Michael Buss, of the Arts Advantage committee, presented an update to the Board of Trustees on the progress of the strategic plan for the Visual and Performing Arts (VAPA) programs in the district. The strategic plan, entitled Arts Advantage, was developed by a committee comprised of district teachers, administrators, higher education faculty, and community stakeholders. The objective of the Arts Advantage plan is to provide a roadmap for continual improvement of VAPA programs.

Mr. Brandman exited the meeting at 6:37 p.m. and returned to the meeting at 6:41 p.m.

10.2 **Ninth-Grade Academy**

Mike Matsuda representing the Ninth-Grade Academy committee, presented an update to the Board of Trustees on the progress of the newly-implemented Ninth-Grade Academy. The Ninth-Grade Academy serves students in need of intensive remediation, and it provides an educational program designed to accelerate their below grade level literacy and computational skills.

Mr. Holguin exited the meeting at 7:18 p.m. and returned to the meeting at 7:20 p.m.

10.3 **Citizens' Oversight Committee Report**

James Vanderbilt, chairman of the Citizens' Oversight Committee, presented information regarding the Measure Z Citizens' Oversight Committee's annual report.

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees accepted the annual report from the Measure Z Citizens' Oversight Committee and disbanded the Measure Z Citizens' Oversight Committee.

The consensus of the Board of Trustees was to develop guidelines to establish an informal committee to provide input on future capital expenditures.

10.4 **Adoption of the Decision of the Administrative Law Judge Erlinda G. Shrenger, Concerning the Reduction in Force of 49 Certificated Employees, per the Office of Administrative Hearing Case Number 2009031200**

On the motion of Mr. Holguin, duly seconded and unanimously carried, following discussion, the Board of Trustees formally adopted the decision of the Administrative Law Judge concerning the reduction in force of certificated employees, per Office of Administrative Hearing Case Number 2009031200, with said adoption of the decision, effective immediately. This action was necessitated by the state-wide budget crisis and significant reductions in district revenue. The decision to reduce services was not related to the competency and dedication of the individuals whose services are to be reduced or eliminated. District staff carried out the board's decision by using a selection process that involved seniority, in accordance with the requirements of the Education Code.

When this action was first initiated, the district notified 71 certificated staff members of possible layoffs. When 49 of the certificated staff members requested a hearing before an administrative law judge, the district was required to defend its procedures, steps, and processes of layoff. The administrative law judge announced last week that all aspects of the district's layoff procedures were implemented according to law. The Board of Trustees

must now formally adopt the judge's decision and then terminate the employment of the designated teachers in the subsequent board agenda item.

10.5 **Resolution No. 2008/2009-BOT-06 of the Board of Trustees, Concerning the Superintendent's Recommendation to Terminate 46 Certificated Employees as a Result of Reduction in Force**

Public Comments:

Shaun Taylor highlighted Pamela Stegall-Chant's accomplishments for the drama department at Katella High School. He recommended that her name be removed from the list.

Dr. Farley explained that this decision is not determined by a teacher's value, but is governed by Education Code and the seniority list. He expressed that it is the district's hope that, eventually, all of these teachers will be reinstated.

On the motion of Mr. Holguin and duly seconded, following discussion, the Board of Trustees formally adopted Resolution No. 2008/2009-BOT-06, by a roll call vote. Consistent with the information contained in board agenda item 10.4 above, the board was asked to formally adopt the recommendation of Superintendent Joseph M. Farley to terminate the employment of 46 certificated employees, as a result of a reduction in force, per Board of Trustees Resolution No. 2008/2009-HR-01, adopted on March 5, 2009, (this number is lower than originally expected because of recently submitted resignations and retirements by tenured certificated staff members). The following certificated staff members were terminated from employment, effective the last working day of the current school year, as a result of this action.

Artis, Kimberly
Chavez, Blanca
Cruchley, Lara
Davis, Joan
Decker, Lisa
Dieter, Roberta
Dunn, Molly
Espino, Ruth
Fickbohm, Robert
Fitch, Dane
Fitch, Heather
George, Deborah
Gonzalez, Laura
Gragnano, Ethan
Heath, Jennifer
Hernandez, Monique

Hoffman, William
Hohensee, Phillip
Hokuf, Kenneth
Ishino, Chason
Jimenez, Jessica
Karels, Laura
Keiser, Derek
Kennedy, Jennifer
Kung, Pamela
Lopez, Bruno
MacCaskey, Jessica
Meehan, Lacey
Monera, April
Ornelas, Tammy
Parks, Larry
Perkins, David

Quintero-Vasquez, Angelica
Ramirez, Alejandro
Ramirez, Maritza
Rubio, Gabriela
Sanchez, Carissa
Shupper, Lena
Singh, Ajay
Stegall-Chant, Pamela
Steiner, Sara
Swartz, Amber
Tilson, Zachary
Williams, Cynthia
Wilson, Kelly
Wood, Sara

The roll call vote follows.

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

10.6 **Resolution No. 2008/09-F-03, Sale of Property, 525 North Muller Street, Anaheim, California**

On the motion of Mr. O'Neal and duly seconded, the Board of Trustees formally adopted Resolution No. 2008/09-F-03, Resolution of Intention to Sell Surplus Real Property and Calling for Bids, by a roll call vote. In previous actions, the Board of Trustees declared 525

North Muller Street, as surplus and directed staff to issue notices to public entities of its intent to sell the property for no less than the appraised value of \$9,263,000. The notices were issued, and the statutorily required period for responses from public entities expired on April 13, 2009. The Board of Trustees adopted a resolution of intent to sell the property, and directed staff to post and publish a notice of a public hearing to open bids for the property. The public hearing will be held at the regularly scheduled Board of Trustees meeting on June 25, 2009. The roll call vote follows.

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

Noes: Trustee Holguin

10.7 **Memorandum of Understanding, Anaheim Secondary Teachers Association**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the memorandum of understanding (MOU) with the Anaheim Secondary Teachers Association, which clarified existing contract language in Article 9.5 of the Collective Bargaining Agreement. The MOU agreement provides additional language regarding the exemption of a unit member from involuntary transfer when a school is over-staffed and a certificated staff member needs to be moved to another school. The intent of this MOU is to allow the principal to sustain courses, programs, events, and activities at the school site in order to avoid the elimination, due to the loss of key personnel.

10.8 **Agreement, Chapman University**

On the motion of Mr. Holguin, duly seconded and unanimously carried, the Board of Trustees approved the supervised fieldwork agreement with Chapman University, Orange, for the period of July 1, 2009, through June 30, 2014. University students in the Communication Sciences/Disorders program will be placed in fieldwork sites with supervision by qualified district speech-language pathologists, as part of their masters' work preparation in Communication Sciences/Disorders. The agreement provides for the district to serve as a fieldwork site providing students with experiences that will meet their practicum requirements. District speech-language pathologists will serve as master clinicians for the fieldwork supervision according to the guidelines of the program and required specific clinical experiences. Master clinicians will receive a stipend in accordance with the agreement. Services will be provided at no cost to the district.

10.9 **Agreement, Aequitas Solutions, Inc.**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved a licensed software product agreement with Aequitas Solutions, Inc., to develop a new software solution that will reduce the need for paper based forms and processes by augmenting the online Zangle Parent Portal. The software will make the portal more interactive and will eliminate paperwork for parents of existing AUHSD students. The new software will allow parents to update their contact information through the internet and opt out of receiving hard-copy progress reports and report cards. It is anticipated that this new software solution will enhance the existing processes and reduce the cost of paper, ink, and other consumables that are needed to implement the current process. The add-on module will not be an ongoing expense since it will include perpetual licensing and access to the source code. The \$11,200 cost is expected to be recouped in less than one year due to the elimination of paper based processes.

10.10 **Agreement, North Orange County Community College District, Teacher Preparation Pipeline Grant**

On the motion of Mr. Holguin, duly seconded and unanimously carried, the Board of Trustees ratified the subcontractor agreement with North Orange County Community College District (NOCCCD) to send instructors and counselors from Katella High School, Western High School, and Magnolia High School, as participants and contributors to three Teacher Preparation Pipeline work sessions and three high school site committee meetings. The purpose of the work sessions is to develop contextual learning curricula and materials for use with CTE students in the Ninth-Grade Academy Program at the three high schools. Services are being provided March 1, 2009, through September 30, 2009, at no cost to the district.

10.11 **Educational Consulting Agreements**

On the motion of Mr. Holguin, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the educational consulting agreements as listed for the Anaheim Union High School District (AUHSD) 2009 Associated Student Body (ASB) Retreat.

The consensus of the Board of Trustees was to suggest to ASB that they consider using AUHSD facilities and possibly AUHSD staff members in the future, in order to save additional funds for this event.

This retreat has been in existence for the past 15 years. The AUHSD ASB Retreat was created to provide leadership training that was not adequately provided by outside vendors. All AUHSD ASB Retreat fees are paid through ASB fundraisers, the funds of which are controlled by student leaders. The fee of \$275 per student is significantly lower than the CADA camp fee, which was \$505 per student in 2008.

The retreat is held in San Diego, California, so the ASB leaders can be together for three full days. The dates of the event are August 10, 2009, through August 12, 2009. The AUHSD ASB leadership team members only interact with other district ASB leadership team members while engaging in team-building activities. The camp allows for an efficient use of district resources.

10.11.1 **Dr. Angela Muniz Aschbrenner**

Dr. Angela Muniz Aschbrenner, consultant, will present a series of leadership workshops at the AUHSD 2009 ASB Retreat. Elected ASB officers will be trained in using strategies that will increase their involvement and effectiveness in the student governance process, and it will help them increase student participation in school-wide student body activities. Services will be provided on August 11, 2009, at a cost not to exceed \$850. (ASB Funds)

10.11.2 **Phil Boyte**

Phil Boyte, a nationally recognized author and motivational speaker, will be a keynote speaker at the AUHSD 2009 ASB Retreat. Mr. Boyte encourages his audiences to overcome adversity and achieve their goals. Services will be provided on August 10, 2009, at a cost not to exceed \$2,425. (ASB Funds)

10.11.3 **Tyler Durman, Inc.**

Tyler Durman, a nationally-renowned motivational speaker, will be a keynote speaker and breakout presenter at the AUHSD 2009 ASB Retreat. Mr. Durman

provides practical solutions for teens on topics such as increasing respect in relationships at home and on self-motivation to succeed in school. Services will be provided on August 11, 2009, at a cost not to exceed \$2,400. (ASB Funds)

10.11.4 **Feet First/Kevin Cloutier**

Feet First/Kevin Cloutier, consultant, will present age-appropriate ideas for school dances, provide Disk Jockey services for the retreat's dances, and conduct workshop sessions that focus on team-building activities at the AUHSD 2009 ASB Retreat. Services will be provided August 10, 2009, through August 12, 2009, at a cost not to exceed \$3,400. (ASB Funds)

10.11.5 **Cheryl Mahlstedt**

Cheryl Mahlstedt, consultant, will be a leadership breakout presenter for three interactive sessions at the AUHSD 2009 ASB Retreat. Mrs. Mahlstedt will teach student leaders how to plan events to increase faculty and student body involvement. Services will be provided on August 11, 2009, at a cost not to exceed \$750. (ASB Funds)

10.11.6 **Matthew McKinney**

Matthew McKinney, consultant, will be the balloon art workshop presenter at the AUHSD 2009 ASB Retreat. Services will be provided on August 11, 2009, at a cost not to exceed \$375. (ASB Funds)

10.11.7 **Janet Roberts**

Janet Roberts, consultant, will provide workshops at the AUHSD 2009 ASB Retreat to student leaders on poster making, advertisement, publicity, and marketing techniques designed to increase student body participation in all ASB activities. Services will be provided on August 11, 2009, at a cost not to exceed \$675. (ASB Funds)

10.11.8 **Stuart R. Shaffer**

Stuart R. Shaffer, consultant, will be the school spirit activity presenter at the AUHSD 2009 ASB Retreat. The presentation includes ideas for skits, noon-time activities, and spirit week activities. Services will be provided on August 11, 2009, at a cost not to exceed \$1,400. (ASB Funds)

10.11.9 **Denise Van Doorn**

Denise Van Doorn, consultant, will teach student leaders the essentials of event-planning at the AUHSD 2009 ASB Retreat. Services will be provided on August 11, 2009, at a cost not to exceed \$600. (ASB Funds)

11. **CONSENT CALENDAR**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees approved/ratified the following consent calendar.

11.1 **Agreement, Pacific Audiologics**

The Board of Trustees approved the agreement for consulting services with Pacific Audiologics to provide mandated hearing and vision screening of eighth and tenth grade students. State law mandates this screening. The district has contracted with Pacific Audiologics to provide this service for the past five years. AUHSD does not have the personnel capacity to conduct these screenings for approximately 10,500 students. The cost of service is reimbursable from the state of California under mandated costs. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$53,000. (General Funds)

11.2 **Educational Consulting Agreement Amendment, Language Network, Inc.**

The Board of Trustees approved the educational consulting agreement amendment with Language Network, Inc. to amend the original agreement amount approved at the June 26, 2008, board meeting, from \$15,000, to \$25,000, all of which is supported by categorical funds that are targeted for this type of assistance with students and their families. There are district students and parents who require translation services periodically regarding health, safety, and educational issues in languages other than those provided through district staff translators. Language Network, Inc., a recognized translation and interpretation service located in Orange County, has helped fill these incidental needs. The increase in cost is due to increased use for special education mandates that require translation and interpretation support in languages other than Spanish and Korean. Spanish and Korean translation services, which are provided by district personnel, will not be supplanted by these consulting services, except in serious emergency situations when district personnel cannot provide such services. Similarly, Vietnamese oral interpretation/translation services will not be supplanted by these consulting services, except in serious emergency situations when district personnel cannot provide such services. The consulting service will occasionally be used for some written translation of Vietnamese because current district staff members are unable to provide such services. The two-year maximum amount of \$15,000 is nearly exhausted. In order to continue to provide the anticipated and upcoming translation services, consistent with the explanation detailed here, a \$10,000 increase to the original \$15,000 agreement amount is requested, with a maximum amount not to exceed \$25,000, August 1, 2008, to July 31, 2010. This information has been discussed with the collective bargaining representatives of the district translators, and they understand the need for such translation services. (EIA/LEP Funds)

11.3 **Instructional Materials Submitted for Adoption**

The Board of Trustees approved the adoption of the selected books. The Instructional Material Review Committee has recommended the selected books for use in English, science, and business. The books have been made available for public review.

11.4 **Rejection of Liability Claim**

The Board of Trustees rejected AUHSD 09-11 (Tort Claim #258), as not a proper charge against the district and authorized staff to send the notice of rejection. After review, staff determined that the claim was not a proper charge against the district. This matter concerns an injury of a student athlete.

11.5 **Donations**

The Board of Trustees accepted the donations as listed.

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
Hope	American Legion Auxiliary	Misc. office supplies
Lexington	Target	\$257.41
Oxford	Friends of Golf	\$790.00
Walker	Target	\$186.53
	David L. Sparks, D.D.S., Inc.	\$400.00
	Raytheon	\$ 25.00

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

The Board of Trustees ratified 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.

11.7 **Purchase Order Detail Report**

The Board of Trustees ratified the purchase order detail report as submitted.

11.8 **Check Register/Warrants Report**

The Board of Trustees ratified the check register/warrants report as submitted.

11.9 **Certificated Personnel Report**

The Board of Trustees approved/ratified the certificated personnel report as submitted.

11.10 **Classified Personnel Report**

The Board of Trustees approved/ratified the classified personnel report as submitted.

11.11 **Individual Service Contract**

The Board of Trustees approved/ratified the individual service contract as submitted.
(Special Education Funds)

11.12 **Field Trip Report**

The Board of Trustees approved/ratified the field trip report as submitted.

11.13 **Board of Trustees' Meeting Minutes**

The Board of Trustees approved the minutes as submitted.

11.13.1 April 2, 2009, Regular Meeting

11.13.2 April 23, 2009, Regular Meeting

11.13.3 April 23, 2009, Special Meeting

12. **SUPPLEMENTAL INFORMATION**

12.1 Enrollment, Month 7

12.2 Minutes of Department Meetings

13. **STUDENT REPRESENTATIVE'S REPORT TO THE BOARD OF TRUSTEES**

Josh Selbe reported that the students have been testing and that the school year is coming to an end. He noted that he will be attending the University of Arizona in the fall, majoring in business.

14. **SUPERINTENDENT AND STAFF REPORT**

There was no report at this time.

15. **BOARD OF TRUSTEES' REPORT**

Mrs. Piercy said she attended a Cypress High School Grad Night fundraiser, a meeting with the city of Cypress, the Classified Employee of the Year event, and the Orange County School Boards Association dinner, as well as the page meeting where they discussed stimulus funds.

Dr. Farley explained that he is preparing a detailed report for the board regarding the stimulus funds, which will include a list on what and how the funds can legally be spent.

Mrs. Piercy also noted her attendance at the PTA Honorary Service Awards, the Years of Service Awards, an Insurance Committee meeting, and the student ambassador interviews.

Mr. Brandman stated that he went to a Budget Committee meeting, the Kennedy High School Scholarship Awards dinner, the Classified Employee of the Year event, an AUHSD Prep Sports/Activities Foundation booster meeting, the Years of Service Awards, the High School Pops Festival, the WAND barbeque, and the Hope High School Pageant of Hope event. He added that he visited Dale Junior High School.

Mr. O'Neal noted his participation in a Budget Committee meeting, a meeting with the city of Cypress, the Classified Employee of the Year event, the Years of Service Awards, the Hope High School prom, and a Wellness Committee meeting. He acknowledged his visits to Lexington Junior High School, Loara High School, and Oxford Academy. He congratulated Mr. Holguin on his marriage.

Mr. Holguin said that he attended the Hope High School prom, a Design and Build competition, an ROP meeting, an Insurance Committee meeting, and the WAND barbeque. He proudly announced the birth of his fourth grandchild.

Mrs. Smith commented that she attended the Years of Service Awards, two ROP retirement events, the ROP Celebration of Success, the Hope High School Pageant of Hope event, the Classified Employee of the Year event, and a Wellness Committee meeting.

16. **ADVANCE PLANNING**

16.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, June 4, 2009, at 6:00 p.m.

Thursday, June 25

|

Thursday, July 16

Thursday, August 6
Thursday, August 27
Thursday, September 10
Thursday, September 24

Thursday, October 15
Thursday, November 5
Thursday, December 10

16.2 **Suggested Agenda Items**

Mrs. Piercy said that she did not necessarily need an agenda item, but she would like to have an update on the status of the live-on agreement and the Key to Learning.

Mr. Holguin requested a comprehensive report regarding the Measure Z funds. He said that he wants to know how much money has been spent, including all hard and soft costs, as well as how much money is left.

Dr. Farley explained that the report had been sent to Mr. Holguin, in addition to all of the other board members, but he would have staff send it again on Monday.

Mr. Holguin also requested that the district re-implement the staff survey, via computer, in order to maintain confidentiality of staff responses.

17. **ADJOURNMENT**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:35 p.m.

Approved _____
Clerk, Board of Trustees

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
Friday, May 29, 2009**

1. CALL TO ORDER-ROLL CALL

UNADOPTED

President Katherine H. Smith called the special meeting of the Anaheim Union High School District Board of Trustees to order at 10:30 a.m.

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

Absent: Dave Cowen and Russell Lee-Sung, assistant superintendents.

2. ADOPTION OF AGENDA

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the agenda.

3. PLEDGE OF ALLEGIANCE

Board President Katherine H. Smith led the Pledge of Allegiance to the Flag of the United States of America.

4. PUBLIC COMMENTS

There were no requests to speak.

5. CLOSED SESSION

The Board of Trustees entered closed session at 10:31 a.m.

6. RECONVENE MEETING AND REPORT FROM CLOSED SESSION

The Board of Trustees reconvened into open session at 11:50 a.m.

Board Clerk, Thomas "Hoagy" Holguin, reported the following action taken in closed session.

No reportable action was taken by the Board of Trustees regarding existing litigation LASC Case No. BC361068, JCCP No. 4522.

7. ADJOURNMENT

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 11:51 a.m.

Approved _____
Clerk, Board of Trustees

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

UNADOPTED

BOARD OF TRUSTEES
Minutes
Thursday, June 4, 2009

1. CALL TO ORDER--ROLL CALL

President Katherine H. Smith called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:00 p.m.

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

Dianne Poore, assistant superintendent, entered the meeting at 3:01 p.m.

Tim Holcomb, deputy superintendent, entered the meeting at 3:03 p.m.

Absent: Thomas "Hoagy" Holguin, clerk.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Remove Item 10.2.
- Replace exhibit GG, Certificated Personnel, due to two additional retirements.

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, 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 3:03 p.m.

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

5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 6:04 p.m.

5.2 Pledge of Allegiance and Moment of Silence

Jaron Fried, Ball Junior High School principal, led the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

6. INTRODUCTION OF GUESTS

Mr. O'Neal introduced Joanne Fawley, ASTA; Lisa Rockwell, APGA; and William Nelson, ROP.

7. REPORTS

7.1 Closed Session

Assistant Clerk Brian O'Neal, reported the following actions taken in closed session.

- 7.1.1 Pursuant to Government Code Section 54957: Public employee performance evaluation, the superintendent's performance during the 2008-2009 school year more than met the board's expectations.
- 7.1.2 Pursuant to Government Code section 54956.9 (a): Conference with legal counsel, the Board of Trustees unanimously voted to approve the settlement agreement in OAH Case No. 2009031244, which provided the petitioner a reimbursement in the amount of \$7,075.
- 7.1.3 No action taken regarding negotiations.
- 7.1.4 The Board of Trustees took formal action to approve the expulsion of the following students:
 - 1. 08-266 under Education Code 48900(c)
 - 2. 08-279 under Education Code 48900(f), 48900(k)
 - 3. 08-280 under Education Code 48900(c)
 - 4. 08-284 under Education Code 48900(c), 48900(j)
 - 5. 08-285 under Education Code 48900(a)(1), 48900(c), 48900(j), 48900(k), 48915(a)(1), 48915(a)(5)
 - 6. 08-286 under Education Code 48900(a)(1), 48900(c), 48900(j), 48900(k), 48915(a)(1), 48915(a)(5)
 - 7. 08-287 under Education Code 48900(f)
 - 8. 08-288 under Education Code 48900(c), 48900(j), 48915(a)(3)
 - 9. 08-289 under Education Code 48900(k)
 - 10. 08-291 under Education Code 48900(b)
 - 11. 08-293 under Education Code 48900(k), 48915(a)(1)
 - 12. 08-294 under Education Code 48900(c), 48900(j), 48900(k), 48915(c)(3)
 - 13. 08-295 under Education Code 48900(a)(1)
 - 14. 08-296 under Education Code 48900(c), 48900(k)
 - 15. 08-297 under Education Code 48900(f), 48900(h)
 - 16. 08-298 under Education Code 48900(d)
 - 17. 08-299 under Education Code 48900(c), 48915(c)(3)
 - 18. 08-301 under Education Code 48900(a)(1), 48900(k), 48915(a)(5)
 - 19. 08-302 under Education Code 48900(f), 48900(k)
 - 20. 08-303 under Education Code 48900(f), 48900(k)
 - 21. 08-304 under Education Code 48900(f), 48900(k)
 - 22. 08-305 under Education Code 48900(b), 48915(a)(2)
 - 23. 08-307 under Education Code 48900(b), 48915(a)(2)
 - 24. 08-310 under Education Code 48900(g), 48900(k), 48915(b)(1)
 - 25. 08-314 under Education Code 48900(g), 48900(k), 48900 (l), 48915(b)(1)
- 7.1.5 The Board of Trustees took formal action to approve the readmission of students 06-329 and 07-280.

7.2 **Principal's Report**

Dr. Fried presented a report on Ball Junior High School noting the accomplishments of three teachers who are a part of his leadership team. He recognized Kirsten Trevett and Maury Swoveland for incorporating new collaborative strategies into their classrooms, which have resulted in increased test scores at the school and state level. He thanked Sandy Sutherland, ASTA representative, for supporting his leadership team. Dr. Fried stated he is excited about the growth at Ball Junior High School and the direction in which the school is heading.

7.3 **Reports of Associations**

7.3.1 Joanne Fawley, ASTA president, stated she has been visiting school sites. She encouraged the Board of Trustees to continue their visits to school sites in order to view, first hand, the results of the decisions they make as a board.

7.3.2 Lisa Rockwell, APGA co-president, shared the events of the last in-service for the district counselors where they reviewed and discussed the math sequence chart. She said counselors worked hard to standardize the high school curriculum to align it with national counseling standards. Ms. Rockwell concluded by commenting on the end-of-the-year social.

8. **PRESENTATIONS**

8.1 **Recognitions**

8.1.1 **Loara High School, Advanced Automotive Technology Class**

The Board of Trustees recognized Loara High School teacher Russ Bacarella and students enrolled in his Advanced Automotive Technology class for receiving top scores in a county-wide competition, which was sponsored by the Orange County Automobile Dealers' Association. The students participated in a timed challenge that required them to find and remedy 36 automotive malfunctions that had been made on a test vehicle.

8.1.2 **Cypress High School Student, Sam Barerra**

The Board of Trustees honored student Sam Barerra for his quick response to an emergency in his English class at Cypress High School. Sam performed a life-saving procedure, called the Heimlich maneuver, on his English teacher, Judy Rader, who was choking on an almond and having trouble breathing. The student and his teacher were featured in local and national media because of Sam's quick thinking.

8.1.3 **Student Representative to the Board of Trustees**

The Board of Trustees honored Josh Selbe for his service as student representative to the board during the 2008-09 year. Josh is a senior at Cypress High School and plans to attend the University of Arizona in the fall.

The Board of Trustees recognized audience members, Tom Tran and Amy Shaw, student representatives to the Board of Trustees for 2006-07 and 2008, respectively.

8.1.4 **Student Ambassadors**

The Board of Trustees honored the district's student ambassadors for their service during the 2008-09 year. The ambassadors served as official spokespersons for the district's students at special ceremonies, events, and functions. The following students were recognized for this important contribution to the district:

Elizabeth Baker
Caroline Carpenter
Brian Chacon
Michael Habashi

Min Lee
Roberto Recinos
Linda Sanchez

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

There were no requests to speak.

10. **ITEMS OF BUSINESS**

10.1 **Report on Standards-Based Science Instruction**

The Board of Trustees received a report on standards-based science instruction in the district. As referenced in the exhibit to this item, beginning in the 2007-08 year, the district's curriculum specialists, science department chairs, and selected teachers began work to align district science instruction with the California State Standards for Science. These efforts involved curriculum development and changes in science course sequences for 9th, 10th, and 11th grade students. The Board of Trustees directed questions to staff members and a discussion ensued.

10.2 **American Recovery and Reinvestment Act of 2009**

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

10.3 **Resolution 2008/09-HR-04, Concerning the Reinstatement of Classified Positions from the 2008-09 Reduction in Force**

On the motion of Mr. O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2008/09-HR-04, to reinstate classified positions from the 2008-09 Reduction in Force. The reinstatement of the secretary bilingual and secretary positions were necessary to address issues regarding classification. The office assistant, bilingual position was reinstated due to additional funding through Cal Safe. The vote follows.

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

Absent: Trustee Holguin

10.4 **Memorandum of Understanding and Responsibility Agreement, Orange County Department of Education**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees ratified the stipend for the peer coaches as required in the memorandum of understanding and responsibility agreement for the District Intern Program for the Education Specialist Credential with the Orange County Department of Education, July 1, 2007, through June 30, 2010. This MOU was originally approved at the Board of Trustees' meeting of May 24, 2007, at no cost to the district. However, participating school districts are required to

provide a stipend to the peer coaches supporting the district intern teachers, at a cost not to exceed \$6,000. (BTSA Funds)

10.5 **Agreement, Speech-Language Pathology Assistant Program, Rancho Santiago Community College District**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, following discussion, the Board of Trustees approved the agreement for the Speech-Language Pathology Assistant Program with Rancho Santiago Community College District, August 31, 2009, through June 30, 2014. College students in the Speech-Language Pathology Assistant program will be placed in fieldwork sites with supervision by a qualified district speech-language pathologist. The agreement provides for the district to serve as a fieldwork site providing students with experiences that will meet their fieldwork requirements. District speech-language pathologists will serve as master clinicians for fieldwork supervision according to the guidelines of the program and required specific clinical experiences. Services will be provided at no cost to the district.

10.6 **Agreement, SCHOOLDUDE.COM, Inc.**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees approved the licensed product agreement with SCHOOLDUDE.COM, Inc. The district uses SCHOOLDUDE products for all of its maintenance and technical work orders and all of its facilities scheduling. These services are considered crucial to the ongoing operations of the district. Services will be provided for the 2009-10 year, at a cost not to exceed \$25,689. (General Funds)

10.7 **Agreement, California School Management Group, Inc.**

On the motion of Mr. Brandman, duly seconded and unanimously carried by those present, the Board of Trustees approved the professional services agreement with California School Management Group, Inc. for E-Rate consulting services. The Information Systems Department utilizes E-Rate consultants to provide assistance including, but not limited to, E-Rate form filing, process guidance, audit documentation, telecommunication services review, and fund collection. The agreement brings highly specialized and unique expertise to the district and is considered crucial to the E-Rate funding. The district traditionally receives \$250,000 to \$500,000 annually in E-Rate Priority I services, which include: phone, cellular phone, and data service. Moreover, the district has received almost \$6,000,000 in E-Rate Priority II services for network infrastructure including: switching, cabling, and system servers. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$27,600. (General Funds)

10.8 **Agreement, Excelerate Software, Inc.**

On the motion of Mrs. Piercy, duly seconded and unanimously carried by those present, the Board of Trustees approved the professional services agreement with Excelerate Software, Inc. for information and/or technology services. Due to rapid changes in technology, the Information Systems Department periodically utilizes network engineering consultants to provide assistance with the district's wide area network, email system, and other critical information systems. Access to this assistance is necessary to maintain continuity of service. Requests for assistance will be assigned to the consultant on an as needed basis. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$15,000. (General Funds and/or other funds as appropriate)

10.9 **Agreement, Educational Networks, Inc.**

On the motion of Mrs. Piercy, duly seconded and unanimously carried by those present, the Board of Trustees approved the licensed product agreement with Educational Networks, Inc., to provide school website content management services to the district on an on-going, annual basis. These services include the hosting of the primary district website and the websites for all of the district's schools. Approval of this agreement extends the services from July 1, 2009, through June 30, 2010, at a cost not to exceed \$61,200. (Title V and/or other funds as appropriate)

10.10 **Award of Copier Bid**

On the motion of Mr. Brandman, duly seconded and unanimously carried by those present, following discussion, the Board of Trustees approved the award of Bid No. 2009-27, to Promac Image Systems for the lease of multi-function copier machines for the period of June 15, 2009, through June 16, 2010. The district has a five-year agreement for the lease of copiers and service for district owned copiers, which will expire at the end of June 2009. The term of the new bid is a month-to-month lease, which includes the service agreement with optional annual renewals. The pricing is based on a cost per copy, so the district only pays for each copy made. The lowest most responsible and responsive bidder is Promac Image Systems.

10.11 **Process for Deferral of Developer Fees**

On the motion of Mrs. Piercy, and duly seconded, following discussion, the Board of Trustees approved the revisions to the school fee deferral process. Action was taken at a previous board meeting to implement a program to defer payment of school facilities impact fees on residential developments. The action intended to defer the collection of certain school fees until certificates of occupancy, or final inspections, are approved by the local municipality. This action would have mirrored action taken by the city of Anaheim. At a prior meeting, the Board of Trustees approved a resolution and supporting documents that included deferral procedures, deferral applications, and a memorandum of understanding (MOU) between the district and the city of Anaheim. Staff was specifically directed to return to the board before making any revisions to the resolution or supporting documents.

City of Anaheim representatives informed district staff that it opposed portions of the memorandum of understanding related to indemnification, but agreed that the city would be willing to implement measures to help minimize the risk of error, such as reconfiguring their project tracking system and meeting with district staff to develop language requiring collaboration between the city of Anaheim and the district in the implementation of this process. District representatives and legal counsel have revised the process and the documents to remove the indemnification provision and to require that a lien be imposed on the property when a fee deferral is requested and approved. This lien provides additional security to the district in case of an error in the process that would have been covered by the indemnification provision. The exhibit included the entire packet that was presented to the Board of Trustees previously, absent the cover resolution. Changes were made to the School Fee Deferral Procedure, the School Fee Deferral Agreement with the applicant, and the MOU with the city of Anaheim. The vote follows.

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

10.12 **2009-10 Membership Dues, California School Boards Association**

On the motion of Mrs. Piercy and duly seconded, following discussion, the Board of Trustees did not approve the annual membership in the California School Boards Association in the amount of \$15,870.00 for the 2009-10 year. The vote follows.

Ayes: Trustee Brandman

Noes: Trustee Piercy, O'Neal, and Smith

Absent: Trustee Holguin

10.13 **New Policy, First Reading**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees approved new Board Policy 7605, Arts Education. This new policy reflects the work of the Arts Advantage Task Force in developing a strategic plan for arts education in the Anaheim Union High School District. This policy has been designed to ensure that arts education in the district meets the vision of educating the whole child.

10.14 **School Sponsored Student Organization**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees approved the school sponsored student organization.

Anaheim High Library Club, Anaheim High School

11. **CONSENT CALENDAR**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees approved/ratified the following consent calendar with the exception of items 11.2 and 11.3, pulled by Mrs. Piercy.

Mr. Brandman exited the meeting at 7:30 p.m. and returned at 7:31 p.m.

11.1 **Agreement, Independent Contractor Services, WhyTry, Inc.**

The Board of Trustees approved the agreement for independent contractor services with WhyTry, Inc. The curriculum has proven to contribute to the success of students enrolled in the summer session program, Step-Up. This summer session was designed for students referred to the Ninth-Grade Academy. The Academy's Step-Up summer program has been credited with facilitating the movement of students from the five-year high school program to the traditional four-year track. In focus group meetings with last year's Step-Up teachers, the WhyTry program was credited with motivating students to succeed in school, and staff considers it an invaluable element in meeting the needs of these at-risk students. Services will be provided June 9, 2009, at a cost not to exceed \$3,000. (Title I Funds)

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, following discussion, the Board of Trustees approved items 11.2 and 11.3.

11.2 **Educational Consulting Agreement, DEAFinitely Professional Interpreting Services**

The Board of Trustees approved the educational consulting agreement with DEAFinitely Professional Interpreting Services, a subdivision of Goodwill Industries of Orange County. This contractor provides interpreting services for parents who are deaf and hard of hearing. The parents require sign language interpretation in order to participate in their child's

educational meetings, such as IEP meetings and parent meetings, on an as needed basis. The district is required to provide services to parents, when needed, in order to facilitate in their child's education. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$5,000. (General Funds)

11.3 **Educational Consulting Agreement, Goodwill Industries of Orange County dba Assistive Technology Exchange Center**

The Board of Trustees approved the educational consulting agreement with Goodwill Industries of Orange County dba Assistive Technology Exchange Center (ATEC), to provide evaluations for students with significant communication disabilities, who are in need of assistive technology and/or augmentative and alternative communication (AAC) devices. These evaluations are completed per an Individual Education Program (IEP) team recommendation, and may also include trials of equipment and training for students, staff, and parents, by ATEC staff on any recommended equipment. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$5,000. (Special Education Funds)

11.4 **Authorization for the Orange County Department of Education to Retain Legal and Engineering Services to Represent the District in Negotiations and Possible Litigation in a Dispute with the Orange County Sanitation District**

The Board of Trustees approved the agreement with the Orange County Department of Education to retain the services of Best, Best and Krieger and DMC Engineering. On January 22, 2007, the Orange County Sanitation District notified districts located within its boundaries that it had enacted an ordinance requiring all school and community college districts to pay for their share of additional sanitation district facilities required by new school expansion projects. The ordinance placed schools in an average demand group with a rate for capital facilities capacity charges, which included significant fee increases. One aspect of the disagreement with the sanitation district is whether it should be required to conduct a study to show the impact that school districts have on the actual construction costs of the sanitation district. Approval of this item allows the Orange County Department of Education to retain the services of Best, Best and Krieger and DMC Engineering, to represent the district in negotiations and possible litigation and for the district to pay its proportionate share of the attorneys' fees and engineering fees based on the district's average daily attendance. All Orange County school districts within the sanitation district were asked to join in this collective agreement, which will be overseen by county officials. (General Funds)

11.5 **California High School Exit Examination, Waivers for Students with Disabilities**

The Board of Trustees approved the waivers for the California High School Exit Examination (CAHSEE) requirement for 12th grade students with disabilities, who have met the criteria as specified by Education Code Section 60851. These students took the CAHSEE with modifications specified in their Individualized Education Plans (IEPs), received the equivalent of passing scores on the modified CAHSEE, and completed all other local and state graduation requirements.

11.6 **Agreement, MAXIMUS Consulting Services, Inc.**

The Board of Trustees approved the consulting agreement with MAXIMUS Consulting Services, Inc. to provide mandated cost claiming services, July 1, 2009, through June 30, 2010, unless extended by an amendment. MAXIMUS collects documentation and prepares the cost claims for submission to the State Controller's office. MAXIMUS also provides staff training to district personnel who are involved in the claiming process. The cost of this contract is considered a mandated cost, and is reimbursable through the claiming process.

The cost shall not exceed \$37,500. This is an increase of \$1,100 over the 2008-09 fees. (General Funds)

11.7 **2009-10 Designation of CIF Representatives to League**

The Board of Trustees reaffirmed Board Policy 7905, California Interscholastic Federation (CIF), in accordance with CIF regulations, which states: "Representation and ultimate responsibility for CIF matters rests with individual school members. Therefore, the Board of Trustees delegated responsibility for CIF to the high school principals."

11.8 **Rejection of Liability Claim**

The Board of Trustees rejected a claim that was filed on May 1, 2009, and was identified as AUHSD 09-12. After review, staff determined that the claim was not a proper charge against the district. This matter concerns a wrongful termination claim by a former employee.

11.9 **Award of Bids**

The Board of Trustees awarded the bids as listed and rejected the bid protest.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2009-18	Softball Fields and Site Improvement Anaheim High School (Deferred Maintenance Funds)	Nature Tech Landscaping	\$1,849,000
2009-19*	Water Intrusion Remediation Anaheim High School Building #15 (Measure Z Funds)	GTA Construction	\$339,000
2009-20	Locker Room Improvements Katella High School Building G (C.O.P. Funds)	Abeam Construction	\$517,800
2009-21	East Parking Lot Modifications Katella High School (C.O.P. Funds)	NPG Corporation	\$97,449
2009-24	Building Improvements Project Anaheim High School (C.O.P. Funds)	Silver Creek Industries	\$515,400

* A bid protest filed by General Consolidated Constructors, Inc. has been found to be without merit.

11.10 **2009-10 Student Cafeteria Price List**

The Board of Trustees approved the 2009-10 student cafeteria price list. The price charged for the junior and senior high school student breakfast and lunch will remain the same as during the 2008-09 year (breakfast \$1.75 and lunch \$2.50). Prices of "a la carte" items sold at the secondary schools will be increased according to any increase in cost of goods procured by the district.

11.11 **Agreements, Extension of Inter-Agency Meal Agreements**

The Board of Trustees approved the extension of the meal agreements with inter-agencies. The district is required to renew meal agreements each year in order to continue providing meals to the Anaheim City School District, Anaheim City School District Preschool Program, Anaheim City School District Headstart Program, and Anaheim Meals on Wheels. These agreements generate income from the meals served. Services will be provided July 1, 2009, through June 30, 2010. (Cafeteria Funds)

11.12 **Extension of Bids**

The Board of Trustees approved the extension of the following bids for the 2009-10 year, pursuant to Education Code Sections 29644 and 17596, which allow contracts to be extended up to five years for work and service and three years for material and supplies. The bids were originally awarded on July 19, 2007. (Cafeteria Funds)

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2007-29	Milk and Dairy Products	Clearbrook Farms, Inc.	\$1,600,000
2007-30	Frozen Food Distribution	US Foodservice, Inc.	\$3,700,000
2007-31	Cafeteria Paper and Packaging	Form Plastics Company The Platinum Packaging Group Multi-Pak Packaging, Inc. Sysco Foodservice of Los Angeles Transilwrap Company, Inc. Danik Packaging P and R Paper Supply Company Team Distributors, Inc.	\$550,000
2007-32	Single Service Convenience	A and R Wholesale Foods Distributors, Inc. US Foodservice, Inc.	\$500,000
2007-33	Cafeteria Staples and Supplies	US Foodservice, Inc.	\$60,000

11.13 **Contract Extension, Gold Star Foods**

The Board of Trustees approved the one-year extension of the contract that was originally awarded to Gold Star Foods on June 15, 2006, pursuant to Bid #2006-24, for bread and bakery products, effective July 1, 2006. Education Code Sections 29644 and 17596, allow contracts to be extended up to five years for work and service and three years for material and supplies. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$250,000. (Cafeteria Funds)

11.14 **Contract Extension, Swift Produce**

The Board of Trustees approved a one-year extension of the contract with Swift Produce. The contract that was originally awarded to Swift Produce on June 15, 2006, pursuant to Bid #2006-25, for fresh fruit and prepared produce, effective July 1, 2006. Education Code Sections 29644 and 17596, allow contracts to be extended up to five years for work and

service and three years for material and supplies. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$550,000. (Cafeteria Funds)

11.15 **Rescind Bid**

The Board of Trustees rescinded the bid awarded to BiTech Construction Co., which was originally approved at the April 23, 2009, board meeting. After the bid was awarded, and the contract executed, it was discovered that BiTech Construction Co. failed to list subcontractors in its bid documents, which is a material bid deviation that is not permitted.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2009-14	Concrete Corridor Remediation, Site Concrete Remediation, Upper Stair Landing Remediation, and Pedestrian Coating Anaheim High School Building #15 (Measure Z Funds)	BiTech Construction Co.	\$108,985

11.16 **Donations**

The Board of Trustees accepted the donations as listed.

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
Cypress	Friends of Golf, Inc.	\$395
District	Ellen Kottler	Epson Photo R800
	SchoolsFirst FCU	\$3,000
Hope	American Legion Auxiliary, Anaheim Unit #72	Miscellaneous Office Supplies
Lexington	Edison International and Warren Doty	\$750
Oxford	Friends of Golf, Inc.	\$395
Walker	PTA	Walkie Talkies and Batteries
	Take Charge of Education from Target	\$200.35
	RR Donnelley Foundation	\$250

11.17 **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 foreign language. 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, June 4, 2009, through June 25, 2009.

11.18 **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.

11.19 **Individual Service Contracts**

The Board of Trustees approved/ratified the individual service contracts as submitted.

11.20 **Field Trip Report**

The Board of Trustees approved/ratified the field trip report as submitted.

11.21 **Purchase Order Detail Report**

The Board of Trustees ratified the purchase order detail report as submitted.

11.22 **Check Register/Warrants Report**

The Board of Trustees ratified the check register/warrants report as submitted.

11.23 **Certificated Personnel Report**

The Board of Trustees approved/ratified the certificated personnel report as amended.

11.24 **Classified Personnel Report**

The Board of Trustees approved/ratified the classified personnel report as submitted.

12. **SUPPLEMENTAL INFORMATION**

12.1 Associated Student Body Fund, February 2009

Fred Navarro exited the meeting at 7:35 p.m.

A discussion ensued on current and future practices for ASB check authorizations, including a statement from Mr. O'Neal noting he received an anonymous letter referencing this change. Board members requested contact information be provided when addressing letters to the Board of Trustees, as they regret not being able to respond to the letters.

12.2 Cafeteria Fund, March 2009

12.3 Enrollment, Month 1, Revised

12.4 Enrollment, Month 8

13. **STUDENT REPRESENTATIVE'S REPORT TO THE BOARD OF TRUSTEES**

There was no report at this time.

14. **SUPERINTENDENT AND STAFF REPORT**

There was no report at this time.

15. **BOARD OF TRUSTEES' REPORT**

Mrs. Piercy said she attended the Insurance Committee meeting, the ASTA Scholarship Awards, the memorial service for Willie Van Hunnick, the GASELPA meeting, the Superintendent's Scholar/Athlete of the Year Awards Dinner, the Orange County Government Leaders' Prayer Breakfast, and the district Retirement Tea.

Mr. Brandman stated he attended the CSBA Legislative Action Conference, the Budget Committee meeting, the memorial service for Willie Van Hunnick, the Superintendent's Scholar/Athlete of the Year Awards Dinner, California Distinguished School Awards Ceremony, the Anaheim/Orange County Job Fair Expo, and the Anaheim Beautiful Awards dinner.

Mr. O'Neal noted he attended the 5th Annual School Nurses Appreciation Breakfast, the Oxford Academy senior portfolio presentations, the Dale AVID College Fair, the ASTA Scholarship Awards, the Budget Committee meeting, the city of La Palma Police Department Awards Ceremony, the memorial service for Willie Van Hunnick, the Superintendent's Scholar/Athlete of the Year Awards Dinner, California Distinguished School Awards Ceremony, the district Retirement Tea, and the Kennedy High School Senior Awards night. He mentioned he visited Dale, South, and Sycamore Junior High Schools, Savanna and Katella High Schools, and the county Access program.

Mrs. Smith commented that she attended the Superintendent's Scholar/Athlete of the Year Awards Dinner, the ROP retirement celebration, the Oxford Academy senior portfolio presentations, and the ASTA Scholarship Awards. She said she also took a tour of Anaheim High School.

16. **ADVANCE PLANNING**

16.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, June 25, 2009, at 6:00 p.m.

Thursday, July 16	Thursday, September 24
Thursday, August 6	Thursday, October 15
Thursday, August 27	Thursday, November 5
Thursday, September 10	Thursday, December 10

16.2 **Suggested Agenda Items**

There were no agenda item suggestions.

17. **ADJOURNMENT**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees adjourned the meeting at 7:57 p.m.

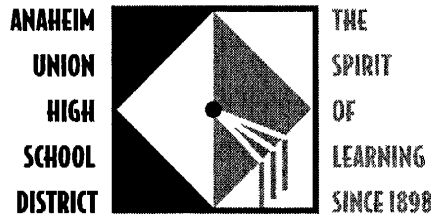
Approved _____
Assistant Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT
Health Department Chairpersons' Meeting
Date April 28, 2009
3:15 p.m.
Savanna High School, Room B22

- 1.0 Call to order
- 2.0 Attendance
- 3.0 Review of Last Meeting Concerns:
Information about ordering new workbooks, CPR videos, and health books was not available at this time. Department chairpersons were advised to encourage students to access the health books and any other books they may need online at readtime.org. The username for Savanna HS is health05 and the password is th2axie3. The password and the user name maybe different for other schools, but the web address is the same.
- 4.0 HIV/AIDS Prevention Education Conference:
Worksheets, Power Point CDS, posters and other health resources that were distributed to department chairs were well received. Mrs. Hatcher handed out packets from the impact teen drivers program and another packet with various handouts including different worksheets and guest speakers' contact information. One of the speakers who will be presenting for the health classes at Savanna HS is Beth Chapman. Mrs. Chapman's presentation, "Love is not suppose to hurt," is free of charge. Her contact number is (949)737-5242.
Department chairs were encouraged to take the time to review the following articles: *STD statistics, trends and facts, Minor rights and youth law, New cigarette tax is not April Fool's joke, Cigarette and sales tax increase, and Everything you wanted to know about teaching comprehensive sex education and more*. Mrs. Kliem emailed these articles before the department chair meeting.
- 5.0 Lesson Plans and Other Resources:
Mr. Ricci shared an effective lesson plan on drugs, alcohol and tobacco. The lesson plan included an anonymous alcohol survey that the students were asked to complete before participating on the lesson's activity. Several other necessary handouts needed for this lesson were attached to the lesson plan. Mrs. Giroux handed out several nutrition handouts: *Estimated caloric needs, Food intake patterns, Steps to a Healthier You, Food Label Glossary and Tips, and Portion distortion*. She has extra copies available if you need any of these handouts.
- 6.0 Updated Semester Benchmark Exam:
Department chairs worked for several hours on the benchmark exam. They addressed the questions' alignment to the curriculum, the questions' level of difficulty and the questions' validity. Mrs. Kliem will send the updated exam and add ten more questions. Chairpersons will then have the opportunity to revise or update these questions to develop the finalized Benchmark exam.

- 7.0 Plans and Targets for 2009-2010:
The health department goals and targets are to continue to network and collaborate with other school sites. At the district level this school year, we will be finalizing the updated semester benchmark exam. We will continue to look at the new state standards to update and evaluate our district essential standards. At the school site level, each school site will align their exams with the essential standards. Schools will work on creating a pacing guide and implementing the same health tests school wide.
- 8.0 Other topics
None

Next Meeting: To Be Determined
3:15 p.m
Savanna HS B22



**HIGH SCHOOL ATHLETIC DIRECTORS' MEETING
Monday, May 4, 2009 @ 12:30 p.m.
District Office/Supt.'s Conference Room**

MINUTES

1. Welcome and Introductions

Tom Danley welcomed everyone and introductions were made.

Present: Present: Dave Torres, Lanny Booher, Anaheim H.S.; Mark Slevcove, Cypress H.S.; Mike Cochrane, Melissa Graham, Katella H.S.; David Jankowski, Kennedy H.S.; Scott Wilson; Greg Chastain, Carol Sarkissian, Magnolia H.S.; Dave Clifton, Oxford; Larry Anderson, Roger Whalen, Savanna; Ron Milner, Asst. Principal, Kennedy H.S.; Dave Cowen, Asst. Superintendent, Administrative Services; Tom Danley, District Director of Athletics

Absent: Jeff Russell, Cypress H.S.; Janet Berardi, Kennedy, H.S.; Ed Prange, Loara H.S.; Don Luethke, Western H.S.; Annette Quintana, Western H.S.; Sharon Iriye, Gilbert South

2. Myers-Stevens & Toohey 2009/2010 student insurance package-Sean Toohey

Sean Toohey, a partner from Myers-Stevens & Toohey school student insurance company delivered the student insurance forms to each of our nine high schools for the 2009/2010 school year and explained the various student insurance programs available.

Questions were answered regarding the athletic policies offered and business cards were distributed to athletic directors for future reference for both the upcoming summer and regular school year.

Student athletes participating in summer programs have the option of enrolling now for coverage and were encouraged to do so or find other coverage in order to be eligible to participate in a summer sport. Any questions, please contact Sean Toohey or Tom Danley. All student athletes must be properly insured in order to participate both during the summer and school year.

3. District scheduling of facilities, maintenance projects, and work orders

Many thanks to Deputy Superintendent Tim Holcomb, Lynn Nakayama, and Darrel Adair for dropping by and keeping us updated regarding the latest facility scheduling information and maintenance projects within our district. Our athletic directors also asked about various site work projects in addition to concerns involving safety issues that are current and need attention. We are indebted to Tim, Lynn, and Darrel and their maintenance staff for supporting our schools and assisting whenever available to accommodate our facility needs.

4. Assistant Superintendent's update-Dave Cowen

4.1 Reviewed deadline for expenditures from site instructional supplies budget.

4.2 Concern for upkeep of safe outside field conditions-

Dave mentioned the need to make us aware of unsafe field conditions at your site because of excessive use by classes, afterschool programs, community organizations and "week-end warriors!" Particularly with the excessive use of our facilities by our community groups, we must monitor the concern to provide "down time" and maintenance to our fields to keep them safe. Please keep us updated on your continued monitoring of findings regarding all safety concerns.

Review of SB37 & CIF rules regarding performance enhancing drugs-

Previous information was sent to us by county counsel on SB37 and performance enhancing drugs that was reviewed as a reminder to the athletic directors. Our district has provided student school posters and contracts prohibiting the use of steroids and this message was reinforced.

Reminder to all certificated teachers that are coaching. They must take required class in coaching education in order to coach in the AUHSD and state of California.

Scholar/Athlete picture taking schedule for Superintendent's Scholar/Athlete

Dinner has been emailed to schools. We appreciate your cooperation.

Discussed results of district open enrollment lottery.

Provided latest information on current and next year's budget.

5. Transportation-John Jessie, Director

Tom again thanked our transportation department for the continuing support, assistance and cooperation they give to our program. John Jessie will return to our June meeting to discuss scheduling for the fall and answer any questions. We are privileged to have a transportation department that cooperates with us so well and we are elated to take this opportunity to openly acknowledge what a great service they provide for our district and our extra-curricular programs.

6. AUHSD Summer Program

Tom distributed last month the AUHSD summer program information sheet to be completed and returned by the June 1, 2009 meeting, if your school is planning to have a summer program. You must have all paperwork accepted by human resources before the summer season starts, if hiring outside coaches or casual employees. Items discussed included sports offered, staffing, fees assessed and money deposits, CIF summer dead period, hold harmless agreements, student insurance, and use of facilities and equipment.

All coaches **must be certified** in order to coach and **student participants must have school insurance** or parent signed waiver forms indicating they have other insurance. In addition, please be advised that the **maximum a coach can earn in one sport is \$1,500.00 or \$2,500.00 for two or more sports.** Also, note that the maximum amount a coach may charge a student athlete to participate in their summer program is **not to exceed \$100.00.**

A.U.H.S.D. Summer Program (continued)

There are no outside bank accounts for summer programs. All monies must be turned into ASB account secretaries. ASB vouchers must be sent to payroll no later than July 10th in order for our coaches to be paid on July, 31, 2009 (for certificated) and August 10, 2009 (for classified). If you submit ASB vouchers to payroll by August 10, 2009, they will receive a check by August 31, 2009 (for certificated) and September 10, 2009 (classified).

Summer Program Forms

Tom answered questions and passed out additional summer program student enrollment forms, insurance programs, and hold harmless agreements. These forms must be completed with parent signatures before students are allowed to participate. All forms must be turned in to district office by conclusion of summer program.

Special meeting for summer athletic coordinators

A special meeting will be held for all athletic directors to finalize details for our 2009 summer high school athletic programs on Monday, June 1, 2009, after our regular monthly athletic directors' meeting at the district.

7. District Coaching Education and CPR/First Aid update-Sharon Iriye

Our athletic directors were asked by Tom to provide input on the number of Coaching Education and CPR/First Aid classes we will need for the summer and fall season of sport and where to schedule them on the calendar to best meet our program demands. An initial draft has been organized.

This schedule will be completed for the fall semester prior to the conclusion of this school year in order to notify the schools on a timely basis.

Please be reminded that all summer walk-on coaching staff must also have taken the required classes in Coaching Education and CPR/First Aid in order to be eligible to coach.

8. District Athletic Participation Guide review

Tom exhibited copies of our District Athletic Participation Guide and asked the group to peruse and make suggestions for changes for our next athletic directors' meeting in June.

This document will be reviewed by our site athletic directors for edit, modifications, and consensus before being presented to administration for final approval.

Our goal is to again, have the district athletic guide ready to distribute to all student athletes and their parents by our fall 2009 season of sport.

H.S. Athletic Directors' Meeting
Monday, May 4, 2009

9. Next Certified Athletic Trainers' meeting-Monday, May 18, 2009 @ 12:30 p.m.-
District Office/Cypress Room

Our next scheduled Certified Athletic Trainers' meeting will be held on Monday, May 18, 2009, at 12:30 p.m. at the District Office/Cypress Room

Spring student athletic physical dates and team doctors will be discussed along with our 9th Annual Summer Trainers' Workshop. Pending budget constraints, this workshop will be the "kick off" for preparations for the fall season of sport and provide our trainers an opportunity to "brainstorm" and discuss common concerns and practices relevant to operating a high school training room.

10. AUHSD Superintendent's Scholar/Athlete Awards Dinner-Thursday, May 28, 2009, at the Anaheim Convention Center Grand Ballroom-3rd Floor @ 6:00 p.m.
(Student athletic pictures @ 5:00 p.m.)

Last minute preparations are being completed to guarantee the success of our 11th Annual Superintendent's Scholar/Athlete Awards Dinner at the Anaheim Convention Center Grand Ballroom.

We will honor seventy-two (72) male and female student athletes and their families from seventeen (17) of our comprehensive school sites. Student award winners and their parents will be invited free of charge as guests of our foundation. We are anticipating a turnout of approximately five-six hundred (500-600) attendees. Each high school has been asked to select four award winners:

- One male and one female "Athlete of the Year" (2)
- One male and one female "Scholar/Athlete of the Year" (2)

The names with background information must be turned in to the District Athletic Office by **Monday, May 4, 2009**. Other additional event information discussed included:

- School complimentary tickets – 16
Each school will receive 16 comp tickets for award winners (12) and administration (4). Additional comps for school personnel can be acquired by contacting Barb at 999-5684.
- Additional student tickets (after 3 free issued) will cost \$15.00 each and may be purchased at the District Athletic Office from Barb at 999-5684.
- Time schedule for event day:
 - 1:30 p.m. – 3:30 p.m.–Boosters decorating school tables
 - 5:00 p.m. – 6:00 p.m.–Individual pictures taken of award winners
 - 6:00 p.m. – Welcome, Invocation and Dinner–Banquet starts
- Student dress: semi-formal/business attire
- Parking –complimentary parking with dinner ticket (enter from Katella Avenue side)
- Order of awards:
 1. Jr. High Boys' & Girls' Scholar/Athletes
 2. High School Scholar/Athletes
 3. High School Athletes of the Year

H.S. Athletic Directors' Meeting
Monday, May 4, 2009

- Other assignments – we need your help!
 1. Decorating your tables–each school (Parent boosters advisory)
 2. Hosting your tables–each school
 3. Pre-banquet picture area (2)
 4. Registration table (4)
 5. Awards Table (2)
 6. Program Distribution–(Student Ambassadors)
 7. Monitoring student award lines (4)
 8. Greeters

- Table Sponsors
As indicated, there will be no charge for the awards dinner but we are asking each high school to secure with their district booster representative a minimum of two (2) table sponsors for \$250.00 each to help finance this event. We sincerely thank you for your cooperation!

- Other questions?? Call Barb at the District Athletic Office (999-5684). Please join us in making this another “spectacular” year to recognize and honor our kids!

11. District Parent Booster Advisory Council meeting report-Monday, May 4, 2009, at District Office/Lounge

Primary focus: Superintendent’s Scholar/Athlete Awards Dinner

Booster representatives were asked to work with their schools to help in three areas:

- Assist in locating table sponsors to help in funding the event
- Decorate tables of their home school
- Work with athletic directors in hosting award winners, parents, and table sponsors the night of the awards dinner

Listed below are your current booster representatives as selected by your school. Please notify us of any change. We appreciate your help! Thank you.

2008/2009 Parent Booster Representatives
Senior High

Anaheim	Jim Oregel	714/772-5245
	Olivia Guerrero	714/290-3748
	Roanne Saucedo	714/776-0520
Cypress	Kerry Benson	714/290-9851
	Sandy Purtle	714/220-0946
Katella	Nancy Reese	714/635-5987
	Shirley Barry	714/991-3643
	Scott/Andrea Genovese	714/744-5856
	Amy Zayed	714/635-2766
Kennedy	Ernie Guardado	714/236-9032
	Carol Suzuki	562/809-0455
Loara	Carolyn Castro	714/774-2496
Magnolia	Sandy Halliburton	714/632-3336
	Ginger Zahoryin	714/220-4210

H.S. Athletic Directors' Meeting
Monday, May 4, 2009

2008/2009 Parent Booster Representatives-Senior High (continued)

Oxford	Frank/Lisa Simpson	714/520-9984
	Michael/Judith Privett	714/229-1487
	Anthony Berry-Smith	714/828-3033
Savanna	Vito/Becky Zaccaria	714/995-1757
Western	Kathy Deerinwater	714/522-8353

12. Jr. High Program update-4th Season of Sport

Tom reviewed the junior high program for the fourth season of sport. We are currently finishing 7th & 8th grade intramurals in:

- Girls' Softball
- 7th & 8th Grade Boys' Volleyball
- 7th & 8th Grade Boys' & Girls' Track and Field
- 7th & 8th Grade Boys' and Girls' Swimming

District play-offs for these sports will be conducted at the various sites later this month.

Our District "Slim Terrell" Junior High Track Championships are schedule for Thursday, May 14, 2009, at Handel Stadium. Can you help? Let us know. Contact Barb at the District Athletic Office (999-5684). Also, please attend if you have the opportunity in order to show support for our middle school program.

13. Spring Season of Sport results

Spring season of sport result forms for team and individual recognition were passed out to all athletic directors. Please complete and return no later than Friday, May 22, 2009, to Barb at our District Athletic Office, so we can recognize the outstanding efforts of your student athletes and coaches.

Our superintendent continues to be highly interested in commending our schools for their superior performances. This information is needed to make this possible. Thank you for your assistance! **Please type or print legibly.** Thank you!

14. District Superintendent's Display Case schedule 2009/2010-currently senior high school rotation!

Please continue to follow the schedule below:

<u>May/June</u>	<u>2009</u>	<u>Loara "Saxons"</u>
July/Aug.	2009	Magnolia
Sept./Oct.	2009	Oxford
Nov./Dec.	2009	Savanna
Jan./Feb.	2010	Western

H.S. Athletic Directors' Meeting
Monday, May 4, 2009

15. Sharing/Good Things Happening in Your Program/Other

009/2010 AUHSD Calendar

2

009/2010 CIF Calendar

2

Need Empire & Orange League 2009/2010 meeting dates, times, and locations

16. Professional Growth/Enrichment/Calendar of Upcoming Events

- Turn in names of AUHSD Scholar/Athletes-Monday, May 4, 2009
- District Certified Trainers' Meeting-Monday, May 18, 2009 @ 12:30 p.m.- District Office/Supt.'s Conference Room
- Next Athletic Facilities Workers I & II Meeting-Tuesday, May 19, 2009 @ Gunther's Athletic Service-9:00 a.m.
- "Slim Terrell" Jr. High District Track Championships-Thursday, May 14, 2009, at Handel Stadium-2:00 p.m.
- OCADA Spring Awards Dinner-Tuesday, May 26, 2009 @ 6:30 p.m.-Anaheim Convention Center Grand Ballroom-3rd Floor
- Superintendent's Scholar/Athlete Awards Dinner-Thursday, May 28, 2009, at Anaheim Convention Center Grand Ballroom-3rd Floor-6:00 p.m.
- Athletic Directors' Summer Program meeting-Monday, June 1, 2009, at 1:30 p.m. @ D.O./Supt.'s Conference Room (following athletic directors' meeting)

17. Next Meeting: Monday, June 1, 2009
District Office/Supt.'s Conference Room
Luncheon host: Western H.S.

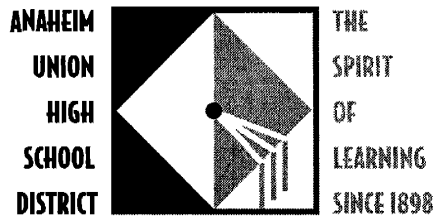
18. Adjournment

Submitted by:

s/Tom Danley _____
Tom Danley, District Director of Athletics/Foundation

s/Dave Cowen _____
Dave Cowen, Assistant Superintendent, Administrative
Services

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**HIGH SCHOOL ATHLETIC DIRECTORS' MEETING
Monday, June 1, 2009
District Office/Supt.'s Conference Room**

MINUTES

1. Welcome and Introductions

Tom welcomed everyone and introductions were made.

Present: Dave Torres, Lanny Booher, Anaheim H.S.; Jeff Russell, Mark Slevcove, Cypress H.S.; Mike Cochrane, Melissa Graham, Katella H.S.; David Jankowski, Kennedy H.S.; Scott Wilson, Ed Prange, Loara H.S.; Greg Chastain, Carol Sarkissian, Magnolia H.S.; Dave Clifton, Oxford; Larry Anderson, Roger Whalen, Savanna H.S.; Ron Milner, Asst. Principal, Kennedy H.S.; Dave Cowen, Asst. Superintendent, Administrative Services; Tom Danley, District Director of Athletics

Excused: Janet Berardi, Kennedy, H.S.; absent: Sharon Iriye, Gilbert South

2. Assistant Superintendent's update-Dave Cowen

2.1 2009/2010 District athletic supplemental funding

Dave stated that site instruction budgets for 2009/2010 have been established by district administration and reflect no major changes in afterschool coaching personnel or major changes of teams or sports. District supplemental funding also reflects that high schools will continue to receive \$13,000 of additional money to operate their program along with the 275 overtime hours budgeted to field and equipment personnel. Included in this supplemental funding is an additional \$500 amount that is being issued to equipment managers at each site to purchase necessary equipment, materials and supplies. (\$250 - boys, \$250 - girls)
This special funding has been earmarked to be spent in the following categories:

• Game officials -	\$ 7,000.00
• Athletic Safety Equipment -	\$ 4,000.00
• Training room supplies -	\$ 1,500.00
• Equipment room supplies -	\$ 500.00
<u>TOTAL</u>	<u>\$13,000.00</u>

2.2 Review of SB 37 & CIF rules regarding performance enhancing drugs

Past information sent to us by county counsel on SB37 and performance enhancing drugs was reviewed for athletic directors as a reminder of our current CIF policy.

Our district student contract prohibiting the use of steroids was also reviewed.

Assistant Superintendent's update (continued)

- 2.3 Use of Schedule Star for 2009/2010 school year—share 50% of cost with Foundation (school cost-\$125, Foundation cost-\$125)
It was noted by Dave that for the 2009/2010 school year, the Foundation again will share the cost with those schools wishing to use Schedule Star. (\$125–Foundation cost, \$125–school cost)
- 2.4 Summer program reminder
- 2.4.1 Summer program information sheet—**due date—today, June 1, 2009**
Sports offered, staffing fees assessed and money deposits, CIF summer program timelines, hold harmless agreements, and use of facilities and equipment.
- 2.4.2 Summer pay dates for coaches—district timeline
There are no outside bank accounts for summer programs. All monies must be turned into ASB account secretaries. ASB vouchers must be sent to payroll no later than July 10th in order for our coaches to be paid on July 31, 2009 (for certificated) and August 10, 2009 (for classified). If you submit ASB vouchers to payroll by August 10, 2009, they will receive a check by August 31, 2009 (for certificated) and September 10, 2009 (classified).
- 2.4.3 Coaching Education class and CPR/First Aid required for all walk-on and certificated coaches.
- 2.4.4 A maximum of \$1,500 can be earned by summer program coaches for one sport or \$2,500 for two or more sports. No more than a maximum of \$100.00 may be charged for each student participant.
- 2.4.5 A brief summer coordinators' meeting will be held today at 1:30 p.m. immediately following this meeting.
A.U.H.S.D. Summer Program Forms
Tom will answer questions and again pass out summer program student enrollment forms, insurance programs and hold harmless agreements. These forms must be completed with parent signatures before students are allowed to participate. All forms must be turned into district office by conclusion of summer program.

3. Transportation requests for 2009-2010

Transportation has requested through Director John Jessie, that all requests for fall sports be once again turned into district transportation by August 14, 2009.

Also, please keep Derinda posted in advance of late changes in transportation assignments so that she can, if possible, adjust to accommodate your needs!

Please contact John directly if you have any problems with this directive. Thank you for your cooperation! We are privileged to have a transportation department that cooperates with us so well and are again thrilled to take this opportunity to openly acknowledge what a great service they perform for our district and our extra-curricular programs.

4. Summer and fall schedule of classes for CPR/First Aid and Coaching Education

Tom directed our athletic directors to provide input on the number of Coaching Education and CPR/First Aid classes we will need for the summer and fall season of sport and where to schedule them on the calendar to best meet our program demands.

This schedule will be completed for the fall semester prior to the completion of this school year in order to notify the schools on a timely basis. He passed out a sample of the first draft for approval.

Please be reminded that all summer walk-on coaching staff must also have taken the required classes in Coaching Education and CPR/First Aid in order to be eligible to coach. Please contact Tom or Barb at the District Athletic Office with any questions- 714/999-5684.

5. District Athletic Participation Guide

Each athletic director has been asked to review our district athletic participation guide. Please turn in any changes that you feel is needed to Tom so that we may print and distribute the 2009/2010 guide to fall sport participants and their parents at the opening of school. This district student/parent athletic information guide gives you a general overview of things you should know as a parent and student/athlete participating in one of our high school extra-curricular sports programs! It should also be noted that the CIF continues to implement a steroids policy that all student athletes must comply with in order to participate. The District Athletic Participation Guide in general summarizes:

- District policy
- Goals
- Eligibility
- NCAA Requirements
- Expectations of coaches, athletes and parents
- Principals of positive sports spectators
- If you have a question or complaint – what to do!
- District steroids policy

6.0 Spring Season of Sport results-(for schools recently completing CIF play)

Tom requested that all spring season of sport result forms be returned to our District Athletic Office immediately so that we can recognize the outstanding efforts of your student athletes and coaches.

Our administration continues to be highly interested in commending our schools student athletes and coaches for their superior performances. This information is needed to make this possible. Please type or print legibly.

7. 11th Annual Superintendent's Scholar/Athlete Awards Dinner-another AUHSD/Foundation "flagship" event

Many thanks and congratulations to all for contributing to the overwhelming success of this event that was held this year in the Anaheim Convention Center Grand Ballroom on Thursday, May 28, 2009. A complete sell-out crowd of well over 500 guests attended this spectacular evening honoring seventy-two (72) scholar/athletes and their parents from eighteen (18) junior and senior high schools. Major event sponsors for the dinner were: **The Anaheim Prep Sports/Activities Foundation, Anaheim Convention Center, Anaheim Public Utilities, and Aramark Sports and Entertainment Services, Inc.** Support sponsors included **Coca Cola, Jostens, Recruiting Realities, and Schedule Star.**

Our "hats are off" to our above major and support sponsors, our many table sponsors, and our Parent Advisory Booster Council. Our thanks to all for "making it happen", including our renowned guest speaker, "National PTA President Jan Harp Domene. The success of this event represents another milestone achieved by our district in celebrating the accomplishments of our kids and recognizing "what's right with education" within the AUHSD.

8. Results of Junior High 4th Season of Sport play-offs

Tom noted the "Slim Terrell" District Track finals held at Handel Stadium on Thursday, May 14, 2009, was well attended and another outstanding success.

Our school track coaches along with play-off coordinator Bob Decker did a great job in organizing and operating this district junior high "top of the mart" event. All of our nine (9) middle schools participated in the four 7th and 8th grade boys' and girls' divisions.

Please also note the final results of district play-off winners for girls' softball and boys' volleyball are listed below. Congratulations to all!

8.1 Boys' Volleyball

<u>7th Grade</u>	<u>School</u>	<u>Coach</u>
Champion	South	Eric Flores
2 nd Place	Sycamore	Tony Sogg
3 rd Place	Lexington	Heather Dillard
Consolation	Ball	Shawn Moses

8.2 Boys' Volleyball

<u>8th Grade</u>	<u>School</u>	<u>Coach</u>
Champion	Sycamore	Greg Flavell
2 nd Place	Lexington	Bobby Deck
3 rd Place	Orangeview	Troy Hansen
Consolation	Ball	Jason Dinkle

8.3 Softball

Champion	Walker	Roland Preciado, Head Ron Latham, Asst.
2 nd Place	Lexington	Gerard Rice
3 rd Place	Brookhurst	Gary Brown
Consolation	Ball	Jerry Underwood

H.S. Athletic Directors' Meeting
Monday, June, 1, 2009

9. Discussed plans for next year's district wrestling tourney championships and swim relays to be held at Loara and Kennedy high schools respectively

- District wrestling championships @ Magnolia H.S.-Tentatively: Wednesday, 12/23/09
- District swim relays @ Kennedy H.S.-Monday, March 15, 2010-3:00 p.m.

10. 2009 Superintendent's display case schedule-"Showcasing Your School"

<u>May/June</u>	<u>2009</u>	<u>Loara "Saxons"</u>
July/Aug.	2009	Magnolia
Sept./Oct.	2009	Oxford
Nov./Dec.	2009	Savanna
Jan./Feb.	2010	Western

11. Sharing/Good of the Order/Other

12.1 Still need Empire League meeting dates for 2009/2010 school year

12.2 Certified Athletic Trainer's Summer Workshop-Tuesday, August 18, 2009, at Anaheim H.S., Room 67 from 8:00 a.m.-1:00 p.m.

12.3 CIF/SS 2009/2010 Sports Calendar

12.4 Establishing plans for district 2009/2010 wrestling championships and swim Relays

12. Adjournment: 2:00 p.m.

**Thank you for a GREAT year and have
a spectacular summer!**

Submitted by:

s/Tom Danley _____
Tom Danley, District Director of Athletics/Foundation

s/Dave Cowen _____
Dave Cowen, Assistant Superintendent,
Administrative Services

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**Insurance Committee Meeting
May 12, 2009**

Minutes

I. Welcome

The meeting was called to order by Dianne Poore at 2:05 p.m.

II. Roll Call

Present: Dianne Poore, Joanne Fawley, Jean Hockett, Anna Piercy, Lisa Rockwell, Gerry Adams, Joe Trejo, Julie Payne, Hoagy Holguin, Ivette Robinson, Mike DeMore, Debbie Faulkner

Absent: Russell Lee-Sung, Kelly Wilson, Chris Hicks

Presenter from InformedRx: Pinali Sanghera, Pharm.D.

III. Approval of Minutes

The minutes of the April 21, 2009 meeting were approved.

IV. Continuation of InformedRx plan change discussion

The committee continued its discussion on prescription drug co-payments. InformedRx's recommendation is to change to a 3-tier copay structure, using a preferred drug list (formulary).

The formulary is maintained by the P&T (Pharmacy & Therapeutics) Committee, comprised of 10 to 15 medical and pharmacy specialists across the country, who work on a consulting basis with Pharmacy Benefit Managers (i.e., informedRx). These specialists review all the clinical reports on drugs and their effectiveness, and decide based on their clinical knowledge when a drug should be added to the formulary and to what tier. Safety and clinical evidence of how well the drug performs is the first priority.

Gerry questioned why there are no rebates on tier 3 drugs, and asked if all tier 2 drugs have rebates. Pinali said that there are a lot of drugs on tier 2 that do not have rebates, and cost does not drive the formulary. Some tier 2 drugs are costlier than tier 3 drugs, but have been deemed more clinically reliable. Pinali stated that the drugs on the formulary have to make clinical sense. There are no rebates available for the tier 3 non-preferred drugs. These drugs are not on the formulary and manufacturers are not giving incentives for their use. InformedRx has contracts with manufacturers for certain discounts on tier 2 preferred (brand) drugs, and rebates are 100% pass through to the district (for retail). Gerry questioned clinical effectiveness of the drugs. Pinali shared a copy of Consumer Report discussing a study they did of the best drugs for the top 10 diseases in the US. They studied effectiveness, safety and the best use from clinical reports, and discussed the analogy of generic versus brand. The report is completely unbiased. InformedRx uses these types of unbiased reports and standards from associations like the

Insurance Committee Meeting
May 12, 2009
Cypress Room

American Diabetes Association, American Heart Association, etc., as the basis for their formulary recommendations. Gerry wanted to ensure that the formulary was not profit driven. Pinali commented that InformedRx has no financial incentive since they charge us an administration fee only and the rebates are 100% pass through.

It was discussed that the HMO has a more restrictive formulary. The copays for the PPO and HMO are the same. We could add a 3rd tier during renewal to lower any increases in premium. Ivette will need to review how the HMO handles specialty drugs.

It was asked what would happen at the register when a member is told their copayment was now \$40 for tier 3 drugs? The pharmacy, or the member, could call the doctor and ask for a tier 2 alternative drug. InformedRx would do a mailer to all members advising them of the upcoming change and inform them how to look up the formulary and copays on their website.

Gerry questioned how the copay and step therapy would interact. What if a member tried everything and nothing works, and is basically forced into the higher copay? This would be a very rare situation because there are a lot of tier 1 and 2 options, but if this did happen, a special prior authorization could be made to push the copay back to \$15 for tier 2 so the member would not be penalized and forced to pay the higher copay.

Pinali guided us on a discussion of the performance summary. Our plan is over-performing the contract in some areas. During 2008, the mail order for brand drugs was contracted to return a 21% discount, but the plan provided a discount of 22.3%. For retail generics, the contracted discount was 56%, but the plan produced 68.4% in discounts. Pinali stated they do not keep the additional discounts, but pass the added discounts along to the district.

Pinali and Ivette will work together to answer all questions posed during the meeting and bring them back for discussion at the May 19th meeting.

It was agreed to move forward with the following recommendations:

- 1 – go to a 3-tier copayment structure
- 2 – decide if \$40 is an appropriate amount for the 3rd tier
- 3 – Ivette/Pinali to get additional information for Gerry regarding formularies
- 4 – use Ascend exclusively

Gerry left at 3:30. The following discussion regarding Ascend was done after he left.

Insurance Committee Meeting

May 12, 2009
Cypress Room

Discussion on Ascend. InformedRx would guarantee the AWP-16.8% discount if we use Ascend exclusively. The average discount now is AWP-15%. Pinali will check to see if we could negotiate the amount of the discount. Moving the 31 non-participating members using specialty drugs to Ascend, based on the current guaranteed discount, would result in a savings of \$16,000.

InformedRx would call each of the 31 members, interview them and start a file, communicate with the doctor, and get them set up with Ascend. There would be nursing interaction each month as prescriptions need to be refilled. For new members, the drugs would be ordered from Ascend only, no retail pharmacies (who do not stock specialty drugs). Ascend would overnight the drugs to the member.

Joe asked for more information on how the HMO implements their formulary and Ivette said she would check into this.

Next meeting 5/19/09 to discuss step and contingent therapies.

The meeting adjourned at 4:05 p.m.

Respectfully Submitted,
Debbra Faulkner

APPROVED:

Dianne Poore, Assistant Superintendent
Business

NEXT MEETING:
May 19, 2009 (next Regular Meeting)
2:00 – 4:00 p.m.
Cypress Room

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**Insurance Committee Meeting
May 19, 2009**

Minutes

I. Welcome

The meeting was called to order by Dianne Poore at 2:10 p.m.

II. Roll Call

Present: Dianne Poore, Joanne Fawley, Jean Hockett, Anna Piercy, Gerry Adams, Joe Trejo, Sharon Yager, Hoagy Holguin, Ivette Robinson, Mike DeMore, Debbie Faulkner

Absent: Lisa Rockwell, Chris Hicks, Julie Payne

III. Approval of Minutes

The minutes of the May 12, 2009 meeting were approved.

IV. Continuation of InformedRx plan change discussion

The committee continued its discussion on prescription drug co-payments. InformedRx's recommendation is to change to a 3-tier copay structure, using a preferred drug list (formulary).

The committee reviewed the questions that were brought up at the May 12 meeting and the responses from Pinali. The questions and answers were handed out with the meeting packet from Gallagher.

1. A chart showing member co-payment options was discussed. The chart showed the current copay and compared it to a 3-tier co-payment structure. Gerry Adams asked if Gallagher would check to see if there was a less expensive company that could give greater discounts, such as 50% - 70%. Mike recalled the 68.4% retail discount the plan achieved which was discussed in the handouts at the May 12, 2009 meeting.

Associations asked what specifically is driving the increases for the prescription drug plan. Ivette directed members to the March 17th report presented by Pinali. Ivette recapped that the foremost drivers of increased costs were coming from greater utilization, low use of generics, drug cost inflation, and co-pay erosion (co-pays aren't keeping up with industry standards and inflation).

2. Ascend Specialty Rx Pharmacy supports the special

There was much discussion about having an exclusive arrangement for specialty drugs through Ascend, which is owned and operated by InformedRx. It was decided to table the issue until further information could be made available. However, Hoagy mentioned that costs will continue to increase and we should be thinking about future savings. The total spending for 2008 for specialty drugs was \$568,673, for 49 individuals. Of those 49, 18 already use Ascend; a change to Ascend would only affect 31 individuals at a savings of \$18,600.

InformedRx supplied a chart showing the projected savings and impact summary, which included a blended discount of 17.4% (increased from 16.8% in the original proposal).

3. Utilization Management Options with and without grandfathering is shown on a chart in the handout. Also included is an explanation of step and contingent therapy. Step therapy is a systematic process that electronically reviews a member's prescription claims history to determine if the adjudicated drug meets therapy protocols prior to utilizing a second or third-line agent. This type of edit encourages utilization of select medication(s) due to cost, safety and medical appropriateness. Contingent therapy is a systematic process that electronically reviews a member's prescription claims history to determine the presence of required concurrent medications or certain medical conditions.

Mike DeMore suggested that we could do a 1-year trial with step and contingent therapies. If it doesn't work out, we can go back to the way it is handled now.

Associations agreed they would like to meet with InformedRx for more information and to have Terry Harrison speak to their respective executive boards to educate them as to why the changes are so important

Yvette Robinson would check to see if Terry Harrison, InformedRx, would be available to meet with association executive boards to help everyone understand the plan. The consensus was to go forward with the meeting and Russell would schedule the meetings.

Next meeting 6/16/09 to discuss step and contingent therapies.

The meeting adjourned at 3:50 p.m.

Insurance Committee
May 19, 2009

Respectfully Submitted,
Debra Faulkner

APPROVED:

Dianne Poore, Assistant Superintendent
Business

NEXT MEETING:
June 16, 2009
2:00 – 4:00 p.m.
Cypress Room

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MINUTES

Regular Meeting
Tuesday, April 14, 2009 – 4:15 p.m.
Board Room – District Office

1.0 CALL TO ORDER

The meeting of the Personnel Commission of the Anaheim Union High School District was called to order by Chairperson Speed Castillo at 4:15 p.m.

2.0 ROLL CALL

Present: Speed Castillo, Chairperson, Audrey Cherep, Vice Chairperson, Ron Costello, Commissioner, and Victoria Wintering, Executive Director.

3.0 PLEDGE OF ALLEGIANCE

Personnel Commission Chairperson Speed Castillo led the Pledge of Allegiance to the Flag of the United States of America.

4.0 PUBLIC COMMENTS

None

5.0 GENERAL FUNCTIONS

5.1 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission adopted the agenda.

5.2 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission approved the minutes of the regular meeting of March 10, 2009.

5.3 Communication

6.0 SELECTION PROCESS

6.1 List of Current Recruitments (Test Plan)

6.2 Certification/ratification of eligibility lists

On the motion of Mr. Costello, duly seconded and unanimously carried, the Personnel Commission certified eligibility list for Buyer.

7.0 CLASSIFICATION AND SALARY

7.1 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission approved the revised job classification of Information Systems Technician, at salary range 55-CSEA.

MINUTES

Regular Meeting
Tuesday, April 14, 2009 – 4:15 p.m.
Board Room – District Office

- 7.2 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission approved the revised job classification of Instructional Assistant–Bilingual at salary range 47-CSEA to Instructional Assistant–Bilingual (Spanish) at salary range 47-CSEA.
- 7.3 On the motion of Mr. Costello, duly seconded and unanimously carried, the Personnel Commission approved the reallocation of Ofelia Aguilera, Luz Almanza, Elva Arias, Irene Barrios, Gabriela Calderas, Gabriela Carrillo, Patricia Correa, Narciso De Lira, Esperanza Fite, Marlene Flint, Lorenzo Flores, Veronica Fragoza, Elizabeth Garcia, Jasmine Garcia, Eneida Gilreath, Erika Gutierrez, Viridiana Hernandez, Jose Jauregui, William Monge, Edder Murillo-Virgen, Arturo Navarro, Lilia Palos-Bergado, Elisa Paniagua, Gerardo Rangel, Diana Reyes, Mayra Ruiz, Maria Sandoval, Maura Toledo, Jose Torres, Marilia Vasquez, Nelly Verduzco, Sandra Villarreal, and Raquel Villegas from Instructional Assistant–Bilingual at salary range 47–CSEA to Instructional Assistant–Bilingual (Spanish) at salary range 47–CSEA, effective April 15, 2009.
- 7.4 On the motion of Mr. Costello, duly seconded and unanimously carried, the Personnel Commission approved the revised job classification of Instructional Assistant–Bilingual at salary range 47-CSEA to Instructional Assistant–Bilingual (Korean) at salary range 47-CSEA.
- 7.5 On the motion of Mr. Costello, duly seconded and unanimously carried, the Personnel Commission approved the reallocation of Hye Choi, Annie Lee, and Sang Lee from Instructional Assistant–Bilingual at salary range 47–CSEA to Instructional Assistant–Bilingual (Korean) at salary range 47–CSEA, effective April 15, 2009.
- 7.6 On the motion of Mr. Costello, duly seconded and unanimously carried, the Personnel Commission approved the revised job classification of Instructional Assistant–Bilingual at salary range 47-CSEA to Instructional Assistant–Bilingual (Romanian) at salary range 47-CSEA.
- 7.7 On the motion of Mr. Costello, duly seconded and unanimously carried, the Personnel Commission approved the reallocation of Doina George from Instructional Assistant–Bilingual at salary range 47–CSEA to Instructional Assistant–Bilingual (Romanian) at salary range 47–CSEA, effective April 15, 2009.
- 7.8 On the motion of Mr. Costello, duly seconded and unanimously carried, the Personnel Commission approved the revised job classification of Instructional Assistant–Bilingual at salary range 47-CSEA to Instructional Assistant–Bilingual (Vietnamese) at salary range 47-CSEA.
- 7.9 On the motion of Mr. Costello, duly seconded and unanimously carried, the Personnel Commission approved the reallocation of Rick Pham from Instructional Assistant–Bilingual at salary range 47–CSEA to Instructional Assistant–Bilingual (Vietnamese) at salary range 47–CSEA, effective April 15, 2009.

MINUTES

Regular Meeting
Tuesday, April 14, 2009 – 4:15 p.m.
Board Room – District Office

8.0 RULES AND REGULATIONS

- 8.1 Classified Personnel Employees Handbook Chapter 9, First Reading.
- 8.2 Classified Personnel Employees Handbook Chapter 10, First Reading.

9.0 CHARGES AND HEARINGS

None

10.0 OTHER

- 10.1 Unfinished Business
- 10.2 Commissioner's Comments

11.0 CLOSED SESSION

11.1 Adjourn to Closed Session

Public Employee Discipline/Dismissal/Release (Government Code 54957)

Acceptance of demand for hearing and appointment of hearing officer for employee discipline / dismissal / release.

Case # HR-2008-09-01
 HR-2008-09-02
 HR-2008-09-04

Adjourned to Closed Session 4:29 p.m.

Reconvened to Regular Meeting 4:43 p.m.

12.0 NEXT REGULAR MEETING

Date: **Tuesday, May 12, 2009**
Time: 4:15 p.m.
Location: Board Room

13.0 ADJOURNMENT

The Personnel Commission adjourned the meeting at 4:44 p.m.



Speed Castillo, Chairperson

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MINUTES

Regular Meeting
Tuesday, May 12, 2009 – 4:15 p.m.
Board Room – District Office

1.0 CALL TO ORDER

The meeting of the Personnel Commission of the Anaheim Union High School District was called to order by Chairperson Speed Castillo at 4:15 p.m.

2.0 ROLL CALL

Present: Speed Castillo, Chairperson, Audrey Cherep, Vice Chairperson, and Victoria Wintering, Executive Director.

3.0 PLEDGE OF ALLEGIANCE

Personnel Commission Chairperson Speed Castillo led the Pledge of Allegiance to the Flag of the United States of America.

4.0 PUBLIC COMMENTS

None

5.0 GENERAL FUNCTIONS

5.1 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission adopted the agenda.

5.2 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission approved the minutes of the regular meeting of April 14, 2009.

5.3 Budget Discussion

The Personnel Commission discussed the 2009-2010 budget.

5.4 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission opened a public hearing on the 2009-2010 Personnel Commission budget at 4:18 p.m.

There were no requests to speak.

On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission closed the public hearing at 4:25 p.m.

On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission accepted the 2009-2010 Budget.

5.5 Communication

MINUTES

Regular Meeting
Tuesday, May 12, 2009 – 4:15 p.m.
Board Room – District Office

6.0 SELECTION PROCESS

6.1 List of Current Recruitments (Test Plan)

7.0 CLASSIFICATION AND SALARY

7.1 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission abolished the job classification of Instructional Assistant-Bilingual at salary range 47-CSEA.

8.0 RULES AND REGULATIONS

8.1 Personnel Commission Rules, Chapter 11, First Reading.

8.2 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission approved the Personnel Commission Rules Chapter 9.

8.3 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission approved the Personnel Commission Rules Chapter 10.

9.0 CHARGES AND HEARINGS

None

10.0 OTHER

10.1 Unfinished Business

Dr. Wintering discussed the request of a classification study on an Office Assistant position at Gilbert West. The position is currently held by Kathryn Saindon who may be performing duties that are characteristic of the Secretary classification.

10.2 Commissioner's Comments

11.0 NEXT REGULAR MEETING

Date: Tuesday, June 9, 2009
Time: 4:15 p.m.
Location: Board Room

12.0 ADJOURNMENT

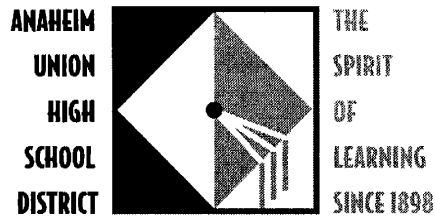
The Personnel Commission adjourned the meeting at 4:45 p.m.


Speed Castillo, Chairperson

ANAHEIM UNION HIGH SCHOOL DISTRICT
Science Department Chairpersons' Meeting
May 17, 2009
3:15 p.m.
Savanna Room, District Office

- 1.0 Call to order
- 2.0 Attendance
- 3.0 Update on grants: Junior High CEMSS; High School Whale Tail; Biology Grant Savanna High School has expressed an interest in participating in this grant. Ideally, we'd like one or two more high schools, which could each have three or four teachers from their own biology PLC, to participate.
- 4.0 Microscopes: The business office says that principals were given allocations of general fund monies, part of which is supposed to pay for items such as microscope repair (approximately \$60/instrument). Please see your principal for your portion of those monies. BTW, Dr. Navarro indicates that you, as a chair, should be permitted to see how the monies have been spent if your principal declines to provide the repairs you are seeking.
- 5.0 Chemicals: what to do with unused and stored chemicals? Dave Milligan has been contacted to ask, what is an appropriate average shelf life for most chemicals.
- 6.0 Hazardous waste: Send in work orders for pickup In my same email to Dave Milligan, I informed him that you will ask your senior secretaries to submit work orders by June 10. Also I've indicated that you will also be asking for appropriate replacement bags, buckets, etc. for next year's waste materials. Furthermore, I've mentioned that at least one of our schools has been overlooked for 2-3 years during the pickup even though the specific location of the waste had been placed on the work order.
- 7.0 Integrated Science 1: Request for it to be designated as "physical science"
The consensus of the chairs present was that this course should be designated as a physical science course, but retain the prerequisites formerly placed on it and that appear in the Key to Learning. Teachers of this course must hold a credential in one of the core sciences.
- 8.0 Meetings for next year? Meetings next year will occur on an as-needed basis. Chairs will receive notification of a meeting one to two weeks in advance.
- 9.0 Other issues? Junior high chairs: 1) I mentioned the lack of funds available to your departments for consumables and the need for you to spend personal funds. Once again he referred to the site's general fund account from the district that is supposed to fund this type of need. Ask your principal for an explanation. 2) I will be contacting Anaheim City School district to ask how much science is being taught in all their grade schools.

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**Speech-Language Specialist Department Meeting
Superintendent's Conference Room
March 17, 2009**

AGENDA

1. Welcome and Introductions – The group was welcomed by Celeste Krueger, Speech-Language Department Chair
2. Reports – Absent today – Barbara Moore, Liz Eszlinger, Ann Schwab
3. Old Business
- 3.1 Testing of African American Students – Review of the CSHA position statement on Assessment of African American Students - Lynn Ruthenbeck.

The group discussed use of appropriate assessment tools when assessing African American students. *The Word Test* is acceptable to give to an African American student. The *CELF-4* is not an appropriate tool to use as it has correlations to the *CELF-3*, which mentions aspects of cognition in the manual. Similarly, with the *PPVT-4* there is no mention of IQ or cognition in the manual and has African Americans as part of the sample, but it correlates to previous versions which mention aspects of cognition. Lynn shared her CSHA position paper that stated that African-American students should be assessed informally. If standardized tests are used, scores should not be reported. It is acceptable to name the test that you used and to report your findings, but do not report standard scores.

- 3.2 Testing and qualifying second language learners – Doris Dembi-Ingrassano

The group discussed assessing students that speak English at school, but Spanish at home. These students may score in the 70s in English and Spanish on standardized tests, but not necessarily have a language disorder. Doris has seen students score very well on all subtests of the *CELF-4* except *Recall of Sentences* and *Word Classes*. Several members of the group will be attending a workshop

on assessing second language learners and will review this information with us at our next meeting. The group would like further information on how to correctly explain why a student may have low scores, but not qualify as a student with a language disorder. Bring case studies if you would like to share with the group to next months meeting.

3.3 Inviting the Speech-Language Specialist to IEP meetings – Sonita Dhawan

The group discussed difficulties that some therapists have with not getting invited to an IEP meeting or being invited at the last minute. The group has found that administration support is vital to making sure this does not happen. Without support from the administrative staff, this behavior is allowed to continue.

Further discussion with the Special Ed Director is needed.

4. New Business

4.1 Reducing Speech/Language Services

We need to discuss how to reduce S/L services for high profile students. Will continue this topic next month when Barbara Moore is present.

4.2 Notification of new students

The group discussed problems with not being informed when a new student begins in the middle of the school year and is to receive S-L services. We will have Janet Chenlee discuss this issue at the next Program Specialist meeting and recommend that when a new student arrives on their campus the Program Specialist needs to indicate for the SYS secretary to send the Speech-Language Specialist at the school site a copy of the new student's IEP and Team Report. To make sure those students don't slip through the cracks, the SLPs should request a copy of a query from their SYS secretary on a regular basis (monthly, quarterly.)

4.3 End date for S/L services

We have students that attend the Transition Program after 12th grade to work on passing the CAHSEE. Some of these students are entering the program with S/L services on their IEP. At this point, we are having the Transition Teacher address the language needs of the student. For students that are in 12th grade, put an "end date" for S/L services as the last day of the school year and indicate in the minutes that upon entering the transition program, the language goals will be addressed by the teacher.

4.4 SLPA student observations and internships

We are having a lot of requests from SLPA students for observation hours and clinical fieldwork experience. We have a lot of questions about our role in this. Celeste will contact Monica Porter from Santa Ana College and see if she can come to our next meeting to share some information.

4.5 Fly-ups from Junior to Senior High

Discussed what the junior high SLPs are doing or need to do to make the fly-up process smooth for students who receive Speech-Language services. The High School SLPs indicated that they would like to get the Junior High files ASAP.

They also stated that the summary notes that the junior high therapists provide are very helpful and they would like those to continue.

4.5 Reading Clinic Applications

Student applications for the Summer Reading Clinic were passed out. Please use these for students who are appropriate for the Reading Clinic and the Social Skills Clinic.

4.6 525 Forms – Request to be away from assignment

If you attend a conference that you pay for, please use the 525 form. Copies were handed out to those who needed them.

4.7 When to put HI students on 504 plans

There has been questions about keeping Hearing Impaired students on an IEP if no services are being provided. If the student has a FM System, we should keep the student on an IEP. We can get low incidence funds for this student. If the student does not have an FM system and is not receiving other services, it is fine to place this student on a 504 Plan.

5. Other

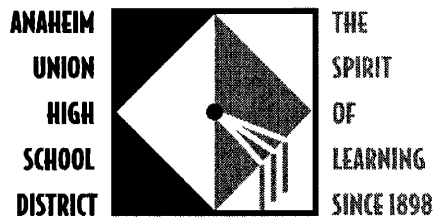
Announcement

Christy Bellwood announced that she is getting married on Easter Sunday.

Congratulations!

6. Next Meeting Date and Location – April 21, 2009, 1:00-3:00 in the Superintendent's Conference Room

7. Adjournment



**Speech-Language Specialist Department Meeting
Superintendent's Conference Room
May 19, 2009**

Minutes

1. Welcome and Introductions – Celeste Krueger welcomed everyone
2. Reports

Absent today:

Christine Mejia, Stefanie Lee, Michelle Minier, Doris Dembi-Ingrassano, Janet Chenlee,
Ann Schwab

3. Old Business

- 3.1 Discussion – Reducing S/L services for high profile students. Case study

Lexington and Western:

Decreasing S-L services for a high profile case can be very difficult if the parent does not agree to the reduction. This could lead to due process which is timely and costly. The group discussed the need to staff a high profile case before the actual IEP meeting. It is important for the whole team, including the district counsel, to be aware of any changes in services that you will be recommending. With high profile cases, we need to think strategically when planning services. If you do recommend a change in service, make sure to support your decisions with Evidenced Based Practice. The team can also use the SELPA as a resource for these meetings.

- 3.2 Inviting SLPs to IEP Meetings – need for administrative support:

Most of the group agreed that they are getting appropriate administrative support for their need to be invited and informed of IEP meetings. There are concerns about support at South because the SLP at this site is frequently not informed of

scheduled IEP meetings or changes in the schedule. The Director of Special Education is aware of the concerns and has been working on improving these issues.

3.3 Handout – Practical Strategies for Differentiating Language Differences from Language Learning Disabilities in English Language Learners:

Celeste had copies of this handout made for those that requested them.

Proposed audiology procedures:

Celeste shared discussion that had occurred with Nancy Adzovich, audiologist, Kathy Strobel and other nursing staff. At this meeting there was concern that general education students who need audiological evaluations would fall through the cracks. The nurses are going to look at their data bases to determine how many general education students are failing the hearing screens twice. This group will meet again to look at the data and then make final recommendations about procedures for annual audiological evaluations and new evaluations.

4. New Business

4.1 RTI Tracking:

We need to track the efficacy of our RTI program. The group brainstormed ideas about what information to include on a tracking form. Celeste will develop a form for the group's review.

4.2 Level of support at High School vs. Junior High level:

Discussed the need for SLPs to understand the levels of support at the junior vs. senior high level. Some students who were successful in junior high, are failing in high school because there is not as much support at that level. Please flag those students for the high school SLP so they can carefully monitor them and make changes in the student's program if needed, earlier rather than later.

4.3 Dismissing DIS Only fluency students:

Discussed dismissing fluency students who were successful with their strategies and their classes. The group agreed that it was fine to dismiss these students. If the student later experienced a decrease in fluency, the SLP could provide services under an RTI model.

4.4 Thinkblot – therapy tool for use with students on the Autism Spectrum:

Christy Bellwood shared a new game that she found and its potential as a therapy tool. Thinkblot is made by Mattel.

4.5 Retirement celebration:

Ann Schwab will be retiring this year.

5. Other

5.1 SLPs serving as administrative designees at fly-up meetings:

Barbara Moore shared that SLPs can serve as an administrative designee for fly-up meetings.

5.2 Make-up Sessions:

It is not necessary to make up a therapy session when the student is absent. It is necessary to make a therapy session that the SLP missed due to absence, meeting or other reason.

5.3 Terminology

Barbara Moore recommends the use of "non-standardized" vs. "informal" when speaking about testing that was not conducted using standardized scores.

6. Next Meeting Date and Location – June 9, 2009, 1:00-3:00 in the Superintendent's Conference Room

7. Adjournment

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ANAHEIM UNION HIGH SCHOOL DISTRICT

CAFETERIA FUND

FINANCIAL STATEMENTS

APRIL 2009

Balance Sheet
Anaheim School Dist/Food Services
4/30/2009

Asset	Assets	
CASH		
9120	Cash-Checking	\$4,693,213.08
9122	Change Fund	\$14,801.00
9123	Petty Cash	\$50.00
Total CASH		\$4,708,064.08
RECEIVABLE		
9210	A/R - Current	\$95,574.07
9280	A/R - State	\$290,177.59
9290	A/R - Federal	\$1,226,548.14
Total RECEIVABLE		\$1,612,299.80
INVENTORIES		
9321	Warehouse Food	\$27,066.46
9322	Warehouse Commodity	\$5,744.00
9323	Warehouse Supplies	\$15,535.18
9326	School Food	\$51,329.47
9327	School Commodity	\$691.89
9328	School Supplies	\$8,028.13
Total INVENTORIES		\$108,395.13
Total Asset		<u>\$6,428,759.01</u>
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$1,610,449.39
9530	A/P - Accrued. Vacation	\$99,432.00
9580	Sales Tax Liability	\$13,238.67
9650	Deferred Revenue	\$25,501.96
9780	Reserve/Central Kitchen	\$3,000,000.00
Total LIABILITIES		\$4,748,622.02
Total Liability		<u>\$4,748,622.02</u>
Fund Balance		
FUND BALANCE		
9798	Fund Balance	\$1,652,670.16
Total FUND BALANCE		\$1,652,670.16
Total Fund Balance		<u>\$1,652,670.16</u>
Current Year Profit (Loss)		<u>\$27,466.83</u>
Total Liabilities and Fund Balance		<u>\$6,428,759.01</u>

Accounting Period equals 10 - 2009

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

	Period Ending 4/30/2009				Period Ending 4/30/2008			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
3620	\$1,732.50	0.10 %	\$25,858.50	0.15 %	\$34,462.50	0.21 %	\$34,462.50	0.21 %
Elementary - Breakfast								
3621	\$27,623.25	1.62 %	\$335,822.29	2.00 %	\$483,720.28	2.99 %	\$483,720.28	2.99 %
Elementary - Lunch								
3622	\$0.00	0.00 %	\$0.00	0.00 %	\$99.75	0.00 %	\$99.75	0.00 %
Junior High - Breakfast								
3623	\$0.00	0.00 %	\$0.00	0.00 %	\$1,167.50	0.01 %	\$1,167.50	0.01 %
Junior High - Lunch								
3632	\$6,735.75	0.39 %	\$56,484.75	0.34 %	\$65,363.00	0.40 %	\$65,363.00	0.40 %
High School - Breakfast								
3633	\$109,637.00	6.42 %	\$1,157,431.00	6.91 %	\$1,256,641.25	7.77 %	\$1,256,641.25	7.77 %
High School - Lunch								
3635	\$169,392.85	9.91 %	\$1,634,021.14	9.75 %	\$1,778,981.75	11.00 %	\$1,778,981.75	11.00 %
A La Carte Sales								
3637	\$3,128.27	0.18 %	\$32,450.78	0.19 %	\$53,384.01	0.33 %	\$53,384.01	0.33 %
Adult Rev. - Lunch								
Federal Reimbursements								
3200	\$243,561.28	14.25 %	\$2,328,940.52	13.90 %	\$2,096,152.17	12.96 %	\$2,096,152.17	12.96 %
Fed. Meal Rev.-Breakfast								
3220	\$959,270.96	56.13 %	\$9,327,554.79	55.68 %	\$8,616,509.89	53.26 %	\$8,616,509.89	53.26 %
Fed. Meal Rev.-Lunch								
3290	\$24,505.65	1.43 %	\$266,032.03	1.59 %	\$223,505.80	1.38 %	\$223,505.80	1.38 %
Misc Fed Rev.-Snack								
State Reimbursements								
3500	\$32,947.39	1.93 %	\$314,786.71	1.88 %	\$298,770.59	1.85 %	\$298,770.59	1.85 %
St. Meal Rev.-Breakfast								
3520	\$82,763.79	4.84 %	\$814,998.94	4.86 %	\$776,870.45	4.80 %	\$776,870.45	4.80 %
St. Meal Rev.-Lunch								
Other Revenue								
3638	\$357.18	0.02 %	\$3,038.22	0.02 %	(\$5,789.85)	-0.04 %	(\$5,789.85)	-0.04 %
Cash Over & Short								
3689	\$37,582.59	2.20 %	\$349,449.41	2.09 %	\$382,123.15	2.36 %	\$382,123.15	2.36 %
Misc Fees/Contract								
3699	\$9,710.71	0.57 %	\$105,948.69	0.63 %	\$114,864.89	0.71 %	\$114,864.89	0.71 %
Spec Activity/Cater								
Total Revenue	\$1,708,949.17	100.00 %	\$16,752,817.76	100.00 %	\$16,176,827.13	100.00 %	\$16,176,827.13	100.00 %
Expense								
Food Purchases & Govmnt								
4700	\$355,448.26	20.80 %	\$3,814,973.16	22.77 %	\$5,420,711.80	33.51 %	\$5,420,711.80	33.51 %
Food Purchases								
Supplies								
4300	\$89,799.80	5.25 %	\$683,651.76	4.08 %	\$133,511.51	0.83 %	\$133,511.51	0.83 %
Materials & Supplies								
4790	\$276,113.76	16.16 %	\$2,870,437.55	17.13 %	\$422,396.10	2.61 %	\$422,396.10	2.61 %
Supplies (Food)								
Salaries								
2200	\$567,038.29	33.18 %	\$5,513,024.93	32.91 %	\$5,610,908.33	34.68 %	\$5,610,908.33	34.68 %
Classified Salaries								
2300	\$30,463.45	1.78 %	\$306,003.46	1.83 %	\$196,002.67	1.21 %	\$196,002.67	1.21 %
Class.Sup/Admin Salaries								
2400	\$29,650.23	1.73 %	\$315,554.24	1.88 %	\$179,363.49	1.11 %	\$179,363.49	1.11 %
Clerical/Office Salaries								

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

Expense	Period Ending 4/30/2009				Period Ending 4/30/2008			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Expenses								
Salaries								
2520	\$0.00	0.00 %	\$96.00	0.00 %	\$2,776.68	0.02 %	\$2,776.68	0.02 %
Adult Breakfast Earned								
2521	\$0.00	0.00 %	\$0.00	0.00 %	\$10,066.32	0.06 %	\$10,066.32	0.06 %
Adult Lunch Earned								
2550	\$12,429.00	0.73 %	\$99,336.00	0.59 %	\$99,432.00	0.61 %	\$99,432.00	0.61 %
Food Service Vacation Pay								
2620	\$0.00	0.00 %	\$0.00	0.00 %	\$4,030.00	0.02 %	\$4,030.00	0.02 %
Student Breakfast Earned								
2621	\$0.00	0.00 %	\$0.00	0.00 %	\$35,203.30	0.22 %	\$35,203.30	0.22 %
Student Lunch Earned								
Benefits								
3202	\$48,876.03	2.86 %	\$479,402.68	2.86 %	\$1,343,827.93	8.31 %	\$1,343,827.93	8.31 %
PERS, Classified Position								
3302	\$47,616.54	2.79 %	\$462,982.79	2.76 %	\$231,169.26	1.43 %	\$231,169.26	1.43 %
OASD/MED/Classified Position								
3402	\$136,419.50	7.98 %	\$1,341,696.23	8.01 %	\$740,788.44	4.58 %	\$740,788.44	4.58 %
Hlth/Welfare, Classified								
3502	\$1,898.22	0.11 %	\$18,551.64	0.11 %	\$1,526.89	0.01 %	\$1,526.89	0.01 %
SUI, Classified Position								
3602	\$9,881.99	0.58 %	\$96,489.46	0.58 %	\$51,985.20	0.32 %	\$51,985.20	0.32 %
Workers Comp, Classified								
3802	\$16,239.39	0.95 %	\$173,055.62	1.03 %	\$88,860.75	0.55 %	\$88,860.75	0.55 %
PERS Reduc, Classified								
Other Expenses								
5200	\$749.89	0.04 %	\$10,053.94	0.06 %	\$17,249.21	0.11 %	\$17,249.21	0.11 %
Travel & Conference								
5500	\$8,883.36	0.52 %	\$188,593.88	1.13 %	\$137,549.16	0.85 %	\$137,549.16	0.85 %
Operation & Housekeeping								
5600	\$9,440.78	0.55 %	\$145,527.30	0.87 %	\$707,844.68	4.38 %	\$707,844.68	4.38 %
Rental/Lease/Repair								
5800	\$0.00	0.00 %	\$1,456.05	0.01 %	\$0.00	0.00 %	\$0.00	0.00 %
Prof. Consult Service								
5900	\$361.32	0.02 %	\$17,696.86	0.11 %	\$32,929.32	0.20 %	\$32,929.32	0.20 %
Fax, Pager, Postage								
6400	\$0.00	0.00 %	\$57,210.28	0.34 %	\$210,873.57	1.30 %	\$210,873.57	1.30 %
Equipment less \$500								
Capital Outlay								
6500	\$5,835.05	0.34 %	\$129,557.10	0.77 %	\$29,613.57	0.18 %	\$29,613.57	0.18 %
Equipment-RPmore\$500								
Total Expense	\$1,647,144.86	96.38 %	\$16,725,350.93	99.84 %	\$15,708,620.18	97.11 %	\$15,708,620.18	97.11 %
Net Profit (Loss)	\$61,804.31	3.62 %	\$27,466.83	0.16 %	\$468,206.95	2.89 %	\$468,206.95	2.89 %

Accounting Period equals 10 - 2009 and the Prior Accounting Period is equal to Accounting Period equals 10 - 2008