

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: September 14, 2012

To: Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520
Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520
Annemarie Randle-Trejo, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Jordan Brandman, 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 20th day of September 2012

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

Closed Session—3:00 p.m.

Regular Meeting—6:00 p.m.


Elizabeth I. Novack, Ph.D.
Superintendent

BOARD OF TRUSTEES
Agenda
Thursday, September 20, 2012
Closed Session–3:00 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 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 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 | <i>ACTION ITEM</i> |
| 2. | ADOPTION OF AGENDA | <i>ACTION ITEM</i> |
| 3. | PUBLIC COMMENTS, CLOSED SESSION ITEMS | <i>INFORMATION ITEM</i> |

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 (5) 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 | <i>ACTION/INFORMATION ITEM</i> |
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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 54957.6: Conference with labor negotiators Dr. Novack, Dr. Sevillano, Mrs. Poore, and Mr. Lee-Sung regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).
- 4.2 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.3 To consider matters pursuant to Government Code Section 54956.9 (b): Conference with legal counsel, regarding significant exposure to litigation (one [1] matter).
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2009-10-5. **[CONFIDENTIAL EXHIBIT]**
- 4.5 To consider matters pursuant to Education Code Section 48918: Readmission of students 10-73, 10-134, 10-168, 10-238, 11-07, 11-08, 11-10, 11-41, 11-50, 11-54, 11-57, 11-58, 11-73, 11-135, and 11-174.

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND REPORT OUT** **INFORMATION ITEM**

5.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

5.2 **Pledge of Allegiance and Moment of Silence**

Student Representative to the Board of Trustees Primala Parmar will lead the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

5.3 **Closed Session**

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

6. **INTRODUCTION OF GUESTS** **INFORMATION ITEM**

Board President Anna L. Piercy will introduce dignitaries in attendance.

7. **BOARD OF TRUSTEES' RECOGNITIONS** **INFORMATION ITEM**

7.1 **Orange County Hispanic Education Endowment Fund (HEEF), Apple of Gold Award**

The Board of Trustees will honor Assessment and Evaluation Analyst Cynthia Petitt as the recipient of the Orange County Hispanic Education Endowment Fund (HEEF) Apple of Gold Award. Recipients of this award exert tremendous influence on students' attitudes toward higher education and challenging goals for meaningful careers. Mrs. Petitt will be recognized at the 19th Annual Apple of Gold Award Dinner, on October 12, 2012, at the Hilton of Anaheim.

7.2 **Broadcom, Masters National Science Competition**

The Board of Trustees will honor Oxford Academy student Anna Lou as a finalist in the Broadcom Masters, a national competition that recognizes students for projects and achievements in regional science fairs. Anna is one of 30 national middle school students that were awarded an all-expense paid trip to Washington, D.C. to compete in October for more than \$40,000 in cash. Anna was selected for her project titled, "Artificial Intelligence."

7.3 **U.S. Army All-American Marching Band**

The Board of Trustees will honor Cypress High School students, Kenny Hardcastle and Ryan Wasserman, for their selection to the U.S. Army All-American Marching Band in 2013. The students completed the audition process in May 2012, of which only 125 students are selected for the audition process nation-wide. The U.S. Army All-American Bowl is the premier high school football game in the nation. Produced by All American Games, this Bowl features the nation's top high school senior football players and marching musicians. A student selected as one of the 125 U.S. Army All-American Marching Band members will receive an all-expenses paid trip to San Antonio, Texas to march in the halftime performance of the All-American Bowl at the Alamodome.

8. **REPORTS**

INFORMATION ITEM

8.1 **Principal's Report**

Dr. Robert Cunard, Magnolia High School principal, and Daphne Hammer, Dale Junior High School principal, will present a report regarding the implementation of professional learning communities (PLC) at their school sites.

8.2 **Anaheim Secondary Council Parent Teacher Association (ASCPTA) Report**

Ken Jenks, ASCPTA president, will report on activities throughout the District.

8.3 **Student Representative's Report**

Primala Parmar, student representative to the Board of Trustees, will report on school activities throughout the District.

8.4 **Reports of Associations**

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

8.5 **District Update**

Public Information Officer Pat Karlak will present highlights of events throughout the District.

9. **BOARD OF TRUSTEES' PRESENTATION**

INFORMATION ITEM

Building Capacity Through Effective Human Resource Practices

Background Information:

The Human Resources Division provides personnel services to the District in a variety of areas including testing, hiring, placement, evaluation, discipline, support, disability accommodations, and leadership training. In addition, the Human Resources Division conducts formal investigations of complaints, is the liaison with all employee unions/associations, and participates in collective bargaining negotiations with ASTA, APGA, CSEA, and AFSCME. Contract issues and grievances are also addressed by Human Resources.

Moreover, the Human Resources staff works closely with the Educational Services Division to ensure staff development opportunities are provided. Specifically, Human Resources assists with the Leadership Institute, which provides leadership training to 21 certificated teachers and counselors, which are all current and aspiring leaders of our District. Human Resources also facilitates the Leadership Academy for our current administrators to continue their leadership development on relevant topics.

Current Consideration:

Assistant Superintendent, Human Resources, Russell Lee-Sung will present a comprehensive view of the services provided to the District's employees and leadership team that leads to effective employee performance, successful schools, and a quality educational program for our students.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees receive the information.

10. **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 (5) 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.

11. **ITEMS OF BUSINESS**

BUSINESS SERVICES DIVISION

11.1 **Resolution No. 2012/13-B-04, 2012 General Obligation Refunding Bonds (Roll Call Vote)**

ACTION ITEM

Background Information:

The purpose of this agenda item is to seek Board of Trustees' approval to adopt Resolution No. 2012/13-B-04 authorizing the issuance of AUHSD 2012 General Obligation Refunding Bonds in a principal amount not to exceed \$24 million (the Refunding Bonds). These savings will, in turn, result in savings to the District's taxpayers.

Current Consideration:

The Refunding Bonds will be issued to refund the District's outstanding Election of 2002, Series 2003 General Obligation Bonds. Based on current market interest rates, the District's financial advisor, Government Financial Strategies, projects that District taxpayers can save approximately \$3.3 million (net of costs) by refunding the callable portion of the Series 2003 Bonds, which corresponds to a present value savings of approximately \$2.6 million, approximately 11.9 percent of the principal amount of the bonds to be refunded. The projected savings translate into an average annual tax levy savings of approximately \$0.54 per \$100,000 of assessed valuation through 2026-27. Because interest rates could increase (thus decreasing savings) before the Refunding Bonds can be sold, the resolution establishes a minimum savings level for the refunding. The Refunding Bonds will be sold only if the sale results in a minimum threshold level of net present value savings of four (4) percent of the principal amount of the callable portion of the Series 2003 Bonds, or \$879,400. The Refunding Bonds will be sold to an underwriter using a competitive bidding process (as opposed to a negotiated sale with a pre-selected underwriter). Academic studies demonstrate that the refunding should achieve the best results using a competitive bidding process.

Budget Implication:

None.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2012/13-B-04 authorizing the issuance of AUHSD 2012 General Obligation Refunding Bonds in a principal amount not to exceed \$24 million, by a roll call vote. **[EXHIBIT A]**

11.2 **Mandated Block Grant Program**

ACTION ITEM

Background Information:

Senate Bill (SB) 1016 established a new Mandated Block Grant program to commence with fiscal year 2012-13. School districts may receive funding for their 2012-13 mandated cost activities either through the new Mandated Block Grant program or by continuing to file mandated cost claims as was done in past years. The Mandated Block Grant funds are unrestricted, as are current mandated cost revenues. The funding is based on average daily

attendance (ADA) times \$28. The Mandated Block Grant would cover a number of mandated cost activities. The current process of claiming for activities is to submit a separate claim for each activity and be reimbursed based on the cost of the activity. The decision to opt into the Mandated Block Grant program, or stay with the claiming process is a decision that can be made each year, independently of the prior year. However, once the decision is made for a specific year, the District must stay with that decision for the year. The state budget includes an amount for payment of the Mandated Block Grant program, although funding could be proportionately reduced to match available funding. The state budget also includes \$1,000 per mandate for 2012-13 claims state-wide.

Current Consideration:

The District must render a decision before October 1, 2012, and a "Letter of Intent" must be returned to the state by that date if the District is going to opt into the Mandated Block Grant program. If the District does not opt in, then it will continue to use the current claiming process.

Budget Implication:

The estimated revenue from the Mandated Block Grant for 2012-13 is \$870,000. For comparison purposes, if the same mandates were claimed under the current method, the amount is estimated to be \$355,600. In both cases, the funds are unrestricted General Fund revenues.

Staff Recommendation:

It is recommended that the Board of Trustees approve participation in the Mandated Block Grant for the 2012-13 year.

HUMAN RESOURCES DIVISION

11.3 **Resolution No. 2012/13-HR-03, Classified Reduction in Force** ***ACTION ITEM***
(Roll Call Vote)

Background Information:

The economic conditions at the state and national levels have had an adverse impact on the revenues and finances of the District. Such conditions have required the California State Legislature to enact significant reductions that have affected District revenue since 2008-09. Due to the state-wide budget crisis, the District was required to reduce expenditures for the 2012-13 year, which necessitated a reduction in force among personnel in certificated, classified, and management positions. The Board of Trustees took action on April 19, April 27, and May 14, 2012, to reduce particular kinds of classified personnel services.

Current Consideration:

The resolution is a reduction in force due to lack of work and/or lack of funds. The positions include the elimination of one (1) position in each of the following classifications: maintenance-carpenter, athletic facility worker II (male), HVAC technician, and warehouse worker, effective November 9, 2012.

The resolution also includes the elimination of eight (8) positions in instructional assistant-specialized academic instruction (SAI), which are all currently vacant.

Though services will be reduced in these areas, essential services will continue to be provided. The layoff will be implemented in accordance with the requirements of the Education Code.

Budget Implication:

The elimination of the maintenance positions will reduce the General Fund expenditures by \$198,810 for 2012-13 (November through June). The elimination of the instructional assistant-SAI positions will reduce General Fund expenditures by \$309,500.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2012/13-HR-03, by a roll call vote. **[EXHIBIT B]**

- 11.4 **Resolution No. 2012/13-HR-05, Concerning the Reinstatement of Classified Positions from the 2011-12 Reduction in Force (Categorical) (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Board of Trustees took action on April 19, 2012, to reduce particular kinds of categorically-funded services provided by classified employees. These actions were necessitated by the state-wide budget crisis and significant reductions in District revenues. Reinstatement of positions is based on the current needs of the District and the availability of categorical funds.

Current Consideration:

The resolution provides the reinstatement of two (2) categorical-funded positions. Including one (1) full-time translator position and one (1) part-time school community liaison-bilingual position that were eliminated as part of the reduction in force of April 19, 2012. The reinstatement is due to the availability of categorical funding and will be effective on September 24, 2012. The reinstatement process will be in accordance with the requirements of the Education Code and offered to employees by seniority.

Budget Implication:

The reinstatement of these categorical funded positions does not affect the General Funds. Economic Impact Aid-Limited English Proficient (EIA-LEP) will fund these positions for a total of \$77,099.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2012/13-HR-05, Reinstatement of Classified Positions, to reinstate two (2) classified positions, by a roll call vote. **[EXHIBIT C]**

- 11.5 **Revised, Memorandum of Understanding, Social Work Intern Agreement, University of Southern California (USC)** **ACTION ITEM**

Background Information:

The Board of Trustees ratified a grant agreement on July 12, 2012, with the University of Southern California School of Social Work for social work interns, for the period, July 1, 2012, through June 30, 2015. The agreement included a monetary grant of \$25,000, per year to offset the salary of Intern Service Specialist Adela Cruz, who will supervise all interns.

Current Consideration:

The revised memorandum of understanding (MOU) specifies the number of interns the District has agreed to place, which was unavailable at the time of the initial ratification. This MOU will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

There is no change to the award amount. The monetary grant of \$25,000 remains the same. Services provided are at no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees approve the revised memorandum of understanding between the District and the University of Southern California. **[EXHIBIT D]**

SUPERINTENDENT'S OFFICE

11.6 **Resolution No. 2012/13-BOT-01, Schools and Local Public Safety Act of 2012 (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Schools and Local Public Safety Act 2012, which has the official title, Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Proposition 30, appears on the November ballot and would increase personal income taxes for upper-income earners for seven (7) years (2012 through 2018) and would increase the sales tax by one quarter (1/4) of a cent for every dollar of goods purchased for four (4) years (2013 through 2016). The Legislative Analyst's Office estimates that the initiative would raise about \$6 billion in annual state revenues from the 2012-13 year through the 2016-17 year, as well as smaller amounts in the 2012-13, 2017-18, and 2018-19 years. The 2012 state enacted budget assumes successful passage of Proposition 30, and its failure would result in mid-year trigger reductions, primarily in the area of education.

Current Consideration:

The resolution, as presented in the exhibit, supports the Schools and Local Public Safety Act of 2012, Proposition 30, as a balanced and responsible solution that begins to put California back on the road to recovery. The California School Boards Association (CSBA) and the California Teachers Association (CTA) have endorsed Proposition 30.

Budget Implication:

Passage of Proposition 30 will increase the state-wide budget by \$6 billion and would be used towards public schools.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2012/13-BOT-01, by a roll call vote. **[EXHIBIT E]**

11.7 **Resolution No. 2012/13-BOT-02, Our Children, Our Future (Roll Call Vote)** **ACTION ITEM**

Background Information:

The resolution Our Children, Our Future Initiative, placed on the November ballot as Proposition 38 would restore education money that was cut from the budget in recent years, guaranteeing billions of dollars to local schools, based on enrollment on an average of \$10 billion annually over 12 years. It will prevent more cuts by setting aside \$3 billion per year through 2017 to help repay state education bond debt. It prohibits the legislature from diverting, or borrowing the money; additionally, the money cannot be used to replace current education funding. Money is distributed on a per-pupil basis and must be spent at the school houses. The money cannot be spent to increase salaries or pensions of school personnel. Spending decisions will be made locally and will require public input. School districts will be accountable for improvement at each school house and must report how the money was spent.

Current Consideration:

The resolution supports the Our Children, Our Future (Proposition 38) and is presented as a responsible solution that begins to put California back on the road to recovery. The California School Boards Association (CSBA) and the California Parent Teacher Association (PTA) has endorsed Proposition 38.

Budget Implication:

Passage of Proposition 38 will provide additional resources to public education.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2012/13-BOT-02, by a roll call vote. **[EXHIBIT F]**

11.8 **California School Boards Association (CSBA)**

INFORMATION/ACTION ITEM

Background Information:

The Board of Trustees is requested to consider nominations for representatives to the California School Boards Association (CSBA) Director-at-Large, Asian/Pacific Islander and Hispanic. The elections will take place at CSBA's Delegate Assembly meeting at the San Francisco Westin Street Francis Hotel on November 28, 2012, and November 29, 2012. Directors-at-Large will serve a two-year term and take office immediately upon the close of the association's Annual Education Conference.

Current Consideration:

This item is to consider nominating a Board member, or members, from the District to run for election to the CSBA Board of Directors, 2012 Director-at-Large. The Board may nominate as many individuals as it chooses, but must submit the following:

- A completed, signed nomination form
- Two (2) letters of recommendation
- A completed, signed, and dated candidate's form completed by the nominee is due to CSBA by Friday, October 5, 2012

Nominations must be postmarked by Friday, September 28, 2012. The current Directors-at-Large are Audrey Yamagata-Noji, Asian/Pacific Islander, Santa Ana Unified School District; and Susana Heredia, Hispanic, Natomas Unified School District.

Budget Implication:

None.

Staff Recommendation:

It is recommended that the Board of Trustees discuss and/or approve whether or not to nominate to the CSBA Director-at-Large, Asian/Pacific Islander and Hispanic.

[EXHIBIT G]

12. **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.

BUSINESS SERVICES DIVISION

12.1 **Award of Food Service Bids**

Background Information:

The District's Food Service Department prepares over 40,000 meals per day for the students attending school in the Anaheim Union High School District and the Anaheim City School District. The District purchases various types of packaging material for its food service operation ranging from serving containers to plastic wrap.

Current Consideration:

There are requirements for packaging products used in the preparation and distribution of the meals including, but not limited to: sporks, trays, plates, cups, lids, containers, gloves, and related items. The annual expenditures for these types of items exceed the federal limits of \$100,000 and also exceed the state of California Public Contract Code (PCC) limit of \$81,000, therefore, requires a formal bid. Staff completed a formal bid and determined the lowest most responsible and responsive bidders per PCC 20111.

Budget Implication:

Cafeteria Funds–Estimated Annual Expenditure \$378,000.

Staff Recommendation:

It is recommended that the Board of Trustees approve the award for Bid 2013-04 to P&R Paper Supply Company, Inc., The Platinum Packaging Group, and Plastic Package, Inc.

12.2 **Donations**

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
District	Marti Schrank	\$25 for Anaheim High School Pool
	Amin David	\$100 for Anaheim High School Pool
	Norm Fried	\$40 for Anaheim High School Pool
	Herm Stoffel	\$40 for Anaheim High School Pool
	Jo-An Burdick Gottlieb	\$51.50 for Anaheim High School Pool
Cypress	Dos/Chinos/Home Depot	\$1,850
Lexington	Cypress Civic Theatre Guild	Equipment, set props, and set pieces

Staff Recommendation:

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

12.3 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report, August 28, 2012, through September 10, 2012. [EXHIBIT H]

12.4 **Purchasing Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the purchase order detail report, August 28, 2012, through September 10, 2012. [EXHIBIT I]

12.5 **Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale, or Destruction**

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale, or destruction, and authorize proper disposal in accordance with Education Code Section 60510 et. al. [EXHIBIT J]

12.6 **Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale, or Destruction**

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction, as surplus, and authorize staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et. al. [EXHIBIT K]

12.7 **Supplemental Information**

Cafeteria Fund, July 2012 [EXHIBIT L]

EDUCATIONAL SERVICES DIVISION

12.8 **Agreement, Anaheim Family YMCA 21st Century Community Learning Centers Program Grant "Anaheim Achieves"**

Background Information:

The District has received funding through the California Department of Education After School Education and Safety (ASES) Program grant for the past eight (8) years. In 2012, the grant name was changed from ASES to 21st Century Community Learning Centers. The District has served as the Local Educational Plan (LEA) for the administration of the ASES grant for the Anaheim YMCA "Anaheim Achieves" program at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. The YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for these schools.

Current Consideration:

The District has been awarded another year of funding by the California Department of Education 21st Century Community Learning Centers grant (ASES), in the amount of \$768,264 for the fiscal year, July 1, 2012, through June 30, 2013. The structure of the approval process prevents the District from approving the ASES grant prior to the contract being developed. The agreement allows the District to pay YMCA for these services. In addition, supplemental funding associated with the ASES grant was also utilized this past summer to provide a

successful summer orientation program at the six (6) participating junior high schools, as well as the costs of funding the District's response to intervention (RTI) specialist will be absorbed by the aforementioned grant.

Budget Implication:

The District LEA earmarks the funds to the YMCA, less any indirect cost of 4.3 percent. There are no direct costs to the General Fund.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the service agreement with the Anaheim Family YMCA. Services are being provided July 1, 2012, through June 30, 2013. **[EXHIBIT M]**

12.9 **Individual Service Contracts**

Staff Recommendation:

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

12.10 **Field Trip Report**

Staff Recommendation:

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

HUMAN RESOURCES DIVISION

12.11 **Subcontract Agreement, Intern Teacher Program, California State University, Fullerton (CSUF) Auxiliary Services Corporation**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The California Education Code established a block grant appropriation for the Alternative Certification Intern Program Grant. This agreement and grant have been in existence for ten (10) years.

Current Consideration:

University students will meet with school site master teachers to be involved in the student's preparation for student teaching. This agreement provides opportunities for the student teacher to observe, participate, assist, and teach in the master teacher's classroom for one semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. Funding for this internship program is provided by the State of California to the District and is passed through to CSUF Auxiliary Services Corporation. The amount of the pass through grant is \$100,569.75 for the 2012-13 year. The funding for this grant will continue through 2014-15 on a year-to-year basis.

Budget Implication:

Services provided are at no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the subcontract agreement with California State University, Fullerton Auxiliary Services Corporation for the 2012-13 year. **[EXHIBIT P]**

12.12 **Student Teaching Agreement, University of California, Irvine**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. AUHSD has had a student teaching agreement in place with the University of California, Irvine (UCI), since 2006. UCI recently did an audit of their agreements with school districts and revised the framework for how they compensate mentor teachers. The actual amount of compensation for each master teacher will be reduced by \$100, from \$500 to \$400, for each student they mentor.

Current Consideration:

University students will meet with school site master teachers to be involved in the student's preparation for student teaching. This agreement provides opportunities for the student teacher to observe, participate, assist, and teach in the master teacher's classroom for one semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. Services are being provided August 1, 2012, until terminated.

Budget Implication:

Services provided are at no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the student teaching agreement with University of California, Irvine. **[EXHIBIT Q]**

12.13 **Certificated Personnel Report**

Staff Recommendation:

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

12.14 **Classified Personnel Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

12.15 **Board of Trustees' Meeting Minutes**

12.15.1 April 19, 2012, Regular Meeting **[EXHIBIT T]**

12.15.2 April 25, 2012, Special Meeting **[EXHIBIT U]**

12.15.3 April 27, 2012, Special Meeting **[EXHIBIT V]**

12.15.4 May 2, 2012, Special Meeting **[EXHIBIT W]**

Staff Recommendation:

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

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, October 11, 2012, at 6:00 p.m.
- | | | |
|----------------------|--|----------------------|
| Thursday, November 1 | | Thursday, December 6 |
|----------------------|--|----------------------|
- 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, September 17, 2012.

RESOLUTION NO. B2012/2013-B-04

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF ANAHEIM UNION HIGH SCHOOL DISTRICT 2012 GENERAL OBLIGATION REFUNDING BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$24,000,000

WHEREAS, a duly called election was held in the Anaheim Union High School District, Orange County, State of California (hereinafter referred to as the "District"), on March 5, 2002 and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of \$132,000,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, pursuant to the Authorization, the Board of Supervisors of Orange County issued on behalf of the District the \$26,999,352 Anaheim Union High School District (the "Series 2003 Bonds");

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, the District is authorized to issue refunding bonds to advance refund the outstanding Series 2003 Bonds.

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

NOW, THEREFORE, THE BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT DOES HEREBY, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Purpose of Bonds. To refund all or a portion of the outstanding Series 2003 Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the District authorizes the issuance of its 2012 General Obligation Refunding Bonds (the "Refunding Bonds") in an amount not to exceed \$24,000,000. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Act as hereinafter defined.

Section 2. Terms and Conditions of Sale. Pursuant to Government Code Section 53583(c)(2)(B) the Refunding Bonds shall be sold at a negotiated sale with an underwriter selected pursuant to a competitive bidding process upon the direction of the District Superintendent. The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

Section 3. Engagement of Professional Services. The Board of Trustees hereby approves the engagement of the firm of Stradling Yocca Carlson & Rauth, a Professional

Corporation (“Bond Counsel”) to serve as bond counsel to the District and hereby appoints the firm of Government Financial Strategies inc. (the “Financial Advisor”) to act as the financial advisor for the District, in connection with the issuance of the Refunding Bonds. All fees and expenses payable to Bond Counsel shall be contingent upon and be payable only from proceeds of the Refunding Bonds.

Section 4. Approval of Bond Counsel Agreement. The form of the Bond Counsel Agreement (the “Bond Counsel Agreement”) by and between the District and Bond Counsel, substantially in the form on file with the Clerk of the Board, is hereby approved, and each of the President of the Board of Trustees of the District, the Superintendent of the District (the “Superintendent”), the Assistant Superintendent, Business of the District (the “Assistant Superintendent”) and their written designees (each an “Authorized Officer”) is hereby authorized and requested to execute and deliver such Bond Counsel Agreement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the Bond Counsel Agreement may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. Approval of Bond Purchase Contract. The form of the Bond Purchase Contract (the “Purchase Contract”) by and between the District and the underwriting firm (the “Underwriter”) submitting the lowest true interest cost bid to purchase the Refunding Bonds as calculated by the District’s Financial Advisor, substantially in the form on file with the Clerk of the Board is hereby approved, and an Authorized Officer is hereby authorized to execute and deliver such Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the Purchase Contract may approve, such approval to be conclusively evidenced by the execution and delivery thereof by an Authorized Officer; provided, however, that the Underwriter’s discount, excluding bond insurance premium (if any) and original issue discount or premium on the Refunding Bonds, shall not exceed 2% of the aggregate of principal amount of Refunding Bonds issued and the Refunding Bonds shall be issued only if the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds does not exceed the total net interest cost to maturity plus the principal amount of the Refunded Bonds (defined below) and only if the net present value savings as a percentage of the Refunded Bonds is not less than 4%. Each Authorized Officer is further authorized to determine the specific maturities of Series 2003 Bonds to be refunded, the principal amount of the Refunding Bonds to be sold pursuant to the Purchase Contract, up to \$24,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

Section 6. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them, unless otherwise provided in the Purchase Contract:

(a) “Act” means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code.

(b) “Authorized Officers” means, with respect to the District, the President of the Board of Trustees, the Superintendent, the Assistant Superintendent, or any other person designated as an Authorized Officer of the District by a certificate of the District signed by the President of the Board of Trustees, Superintendent or Assistant Superintendent;

(c) “Board” means the Board of Trustees of the District.

(d) “*Bond Insurer*” means any insurance company which issues a municipal bond insurance policy insuring the payment of Denominational Amount and the Principal of and interest on any Refunding Bonds.

(e) “*Bond Obligation*” means, from time to time as of the date of calculation, the Principal Amount of the Refunding Bonds.

(f) “*Bond Payment Date*” means February 1 and August 1 of each year, or such other dates as set forth in the Purchase Contract, as applicable, commencing on the date set forth in the Purchase Contract, as applicable, with respect to the interest on the Refunding Bonds and, with respect to the principal payments on the Refunding Bonds, as set forth in the Purchase Contract, as applicable.

(g) “*Bond Register*” means the listing of names and addresses of the current registered owners of the debt, as maintained by the Paying Agent in accordance with Section 8 hereof.

(h) “*Business Day*” means a day which is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

(i) “*Code*” means the Internal Revenue Code of 1986, as amended.

(j) “*COI Custodian*” means U.S. Bank National Association, as custodian for the costs of issuance for the Refunding Bonds.

(k) “*Costs of Issuance*” means all of the costs of issuing the Refunding Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Resolution, the Refunding Bonds and any Official Statement pertaining to the Refunding Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisory fees; underwriter’s fees; rating agency fees; auditor’s fees; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; and other fees and expenses incurred in connection with the issuance of the Refunding Bonds, to the extent such fees and expenses are approved by the District.

(l) “*County*” means County of Orange, California.

(m) “*Date of Issuance*” means the date on which the Refunding Bonds are issued by the District.

(n) “*Depository*” means the securities depository acting as Depository pursuant to Section 6(c) hereof.

(o) “*District*” means the Anaheim Union High School District.

(p) “*DTC*” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Refunding Bonds.

(q) “*Escrow Agreement*” means the Escrow Agreement relating to the Refunded Bonds by and between the District and U.S. Bank National Association, as escrow bank, or any successor escrow bank thereunder.

(r) “*Escrow Bank*” means U.S. Bank National Association, or such other institution appointed by the District as set forth in a certificate of an Authorized Officer.

(s) “*Escrow Fund*” means the Escrow Fund established under the Escrow Agreement.

(t) “*Federal Securities*” means (i) State and Local Government Series issued by the United States Treasury (“SLGS”); (ii) United States Treasury bills, notes, and bonds, as traded on the open market; (iii) Zero Coupon United States Treasury Bonds; and (iv) Refcorp Interest Strips (stripped by the Federal Reserve Bank of New York).

(u) “*Information Services*” means national information services that disseminate securities redemption notices; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the District and the Paying Agent or as the Paying Agent may select.

(v) “*Nominee*” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 7(c) hereof.

(w) “*Official Statement*” means the Official Statement prepared by the District to be delivered to purchasers of the Refunding Bonds.

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

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

(ii) Refunding Bonds in lieu of or in substitution for which other refunding bonds shall have been delivered pursuant to this Resolution; or

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

(y) “*Owner*” means the registered owner of a Refunding Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 9 hereof.

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

(aa) “*Paying Agent*” means U.S. Bank National Association, or such other institution that the Superintendent shall appoint to serve as paying agent for the Refunding Bonds.

(bb) “*Paying Agent Agreement*” means the Agreement to provide Paying Agent services relating to the Refunding Bonds by and between the District and U.S. Bank National Association, as paying agent, or any successor paying agent thereunder.

(cc) “*Principal*” or “*Principal Amount*” means, with respect to any Refunding Bond, the principal or principal amount thereof.

(dd) “*Purchase Contract*” means the Bond Purchase Contract by and between the District and the Underwriter relating to the Refunding Bonds.

(ee) “*Record Date*” means, with respect to the Refunding Bonds, the close of business on the fifteenth day of the month preceding each Bond Payment Date, whether or not such day is a Business Day.

(ff) “*Refunded Bonds*” means the portion of the outstanding Series 2003 Bonds designated in the Escrow Agreement as the Series 2003 Bonds to be refunded with a portion of the proceeds of the Refunding Bonds.

(gg) “*Refunding Bonds*” means the 2012 General Obligation Refunding Bonds issued pursuant to the terms of this Resolution.

(hh) “*Refunding Term Bonds*” means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in accordance with the Purchase Contract, as applicable.

(ii) “*Securities Depositories*” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Attn: Redemption Area, Facsimile transmission: (212) 855 7232, (212) 855 7233, or such other securities depositories as are designated by the District or the Paying Agent and whose business is to perform the functions of a clearing agency with respect to exempted securities, as defined in Section 3(a)(12) of the Securities Exchange Act of 1934, and who is registered as a clearing agency under Section 17A of the Act;

(jj) “*Tax Certificate*” means the certificate by that name executed by the District on the Date of Issuance.

(kk) “*Transfer Amount*” means, with respect to any Outstanding Refunding Bond, the aggregate Principal Amount thereof.

(ll) “*Underwriter*” means the underwriting firm that executes the Purchase Contract.

Section 7. Terms of the Refunding Bonds.

(a) Denomination. Interest, Dated Dates. The Refunding Bonds shall be issued in fully registered form as to both principal and interest, in the denominations of \$5,000 Principal Amount or any integral multiple thereof.

The Refunding Bonds shall mature in the years, be issued in the amounts and bear interest at the rates set forth in the Purchase Contract. Interest on Refunding Bonds shall be computed on the basis of a 360 day year consisting of twelve 30 day months. Each Refunding Bond

shall be dated its Date of Issuance (or such other date designated in the Purchase Contract) and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Issuance (or such other date designated in the Purchase Contract) provided, however, that, if at the time of registration of any Refunding Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Bond Payment Date to which interest has previously been paid or made available for payment.

Principal and interest on the Refunding Bonds shall be paid in accordance with Section 9 below.

The Refunding Bonds shall mature not later than the last maturity of the Refunded Bonds.

(b) Redemption.

(i) Terms of Redemption. The Refunding Bonds shall be subject to redemption prior to maturity as provided in the Purchase Contract.

(ii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption in accordance with such written instructions which shall specify the maturities to be refunded. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Refunding Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 7(b)(i) hereof, the Paying Agent shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds to the Depository in accordance with its required procedures, or if the Refunding Bonds are no longer held in book-entry form in accordance with Section 7(c) below, by first class mail, postage prepaid to each Owner of the Refunding Bonds at the addresses appearing on the Bond registration books, in each case at least 30 but not more than 60 days prior to the redemption date. In the case of any optional redemption, the Paying Agent shall mail a notice of redemption only following receipt of written instructions from the District to mail such notice. Such Redemption Notice shall specify: (a) the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, (f) the numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the Principal Amount of such Refunding Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date, and that from and after the redemption date, interest

with respect thereto shall cease to accrue. Such Redemption Notice (and related notices) may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the Refunding Bonds.

In case of the redemption as permitted herein of all the Refunding Bonds of any one maturity then Outstanding, notice of redemption shall be given by mailing as herein provided, except that the Redemption Notice need not specify the serial numbers of the Refunding Bonds of such maturity.

Any Redemption Notice for an optional redemption of the Refunding Bonds delivered in accordance with this section may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Refunding Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

Neither failure to receive nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds.

(iv) Additional Notice. In addition to the Redemption Notice given pursuant to Section 7(b)(iii), further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail or overnight delivery service, or in such other manner as is approved by the recipient of such notice, to each of the Securities Depositories which are then in the business of holding substantial amounts of obligations of types comprising the Refunding Bonds and to one or more of the Information Services that disseminate notice of redemption of obligations similar to the Refunding Bonds or, alternatively, such notice may be delivered in accordance with the then-current guidelines of the Securities and Exchange Commission, or to such other securities depositories and services providing information on called bonds, or such securities depositories and services, as the District may designate in a certificate delivered to the Paying Agent.

Upon the payment of the redemption price of Refunding Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amount to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid

to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 7(b) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 7 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, including any accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation on the applicable redemption date.

(c) Book-Entry System.

(i) Except as provided below, the registered owner of all of the Refunding Bonds shall be The Depository Trust Company, New York, New York ("DTC"). The Refunding Bonds shall be initially executed and delivered in the form of a single, fully registered Refunding Bond for each maturity (which may be typewritten). Upon initial execution and delivery, as provided for herein, the ownership of such Refunding Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, and its successors and assigns. Except as hereinafter provided, all of the outstanding Refunding Bonds shall be registered in the Bond Register in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section 7(c) (the "Nominee"). Each Refunding Bond certificate shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY

PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), 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.”

With respect to the Refunding Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the Paying Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Refunding Bonds as securities depository (the “Participant”) or to any person on behalf of which such a Participant holds an interest in the Refunding Bonds. Without limiting the immediately preceding sentence, neither the District nor the Paying Agent shall have any responsibility or obligation (unless the District is at such time the Depository) with respect to (a) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Refunding Bonds, (b) the delivery to any Participant or any other person, other than an Owner of a Refunding Bond as shown in the Bond Register, of any notice with respect to the Refunding Bonds, including any notice of redemption, (c) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be redeemed in the event the District redeems the Refunding Bonds in part, or (d) the payment to any Participant or any other person, other than an Owner of a Refunding Bond as shown in the Bond Register, of any amount with respect to Principal of or interest on the Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each Refunding Bond is registered in the Bond Register as the holder and absolute owner of such Refunding Bond for the purpose of payment of Principal and interest with respect to such Refunding Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of and interest on the Refunding Bonds only to or upon the order of the respective Owner of the Refunding Bond, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of Principal of and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Refunding Bond, as shown in the Bond Register, shall receive a Refunding Bond evidencing the obligation of the District to make payments of Principal and interest on the Refunding Bonds. Upon delivery by the Depository to the Paying Agent, and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Resolution shall refer to such substitute nominee of the Depository.

(ii) In order to qualify the Refunding Bonds for the Depository’s book-entry system, the District has executed and delivered to the Depository a Representation Letter. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section or in any other way impose upon the District any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners of the Refunding Bonds, as shown on the Bond Register. In addition, to the execution and delivery of the Representation Letter, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository’s book-entry program.

(iii) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Refunding Bonds or if at any time the

Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or become aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall issue certificated securities representing the Refunding Bonds as provided below. In addition, the District may determine at any time that the Refunding Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Refunding Bonds. In any such event, the District shall execute and deliver certificates representing the Refunding Bonds as provided below. Refunding Bonds issued in exchange for book-entry securities pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall deliver such certificated securities representing the Refunding Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared new fully-registered book-entry securities for each of the maturities of the Refunding Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of the Nominee, all payments with respect to Principal of, and interest on such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the District.

(d) The initial Depository under Section 7(c) shall be DTC. The initial Nominee shall be Cede & Co., as Nominee of DTC.

Section 8. Execution of Bonds. The Refunding Bonds shall be signed by the President of the Board of Trustees of the District and the Clerk of such Board of Trustees by their manual or facsimile signatures each in their official capacities. In case any one or more of the officers who shall have signed any of the Refunding Bonds shall cease to be such officer before the Refunding Bonds so signed and sealed shall have been issued by the District, such Refunding Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed such Refunding Bonds had not ceased to hold such offices. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 9. Paying Agent; Transfer and Exchange. This Board does hereby appoint U.S. Bank National Association to act as the authenticating agent, paying agent and transfer agent for the Refunding Bonds and authorizes U.S. Bank National Association to perform the duties of the paying agent under the Paying Agent Agreement. Each of the Authorized Officers, acting alone, is authorized to execute the Paying Agent Agreement in the form and substance satisfactory to the Authorized Officer executing the same. The District may at any time, with or without cause, remove the current Paying Agent and appoint a replacement.

So long as any of the Refunding Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the Principal of and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent designated for such purpose, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the principal office of the Paying Agent designated for such purpose together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Refunding Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the Authorized Officers of the District specified in Section 8 above. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent at least twice each calendar year. The cancelled Refunding Bonds shall be retained for a period of time and then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 15th business day next preceding any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

In case any Refunding Bond secured hereby shall become mutilated or destroyed, stolen or lost, the Paying Agent shall cause to be executed and authenticated a new Refunding Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Refunding Bond or in lieu of and in substitution for such Refunding Bond mutilated, destroyed, stolen or lost, upon the Owner's paying the reasonable expenses and charges in connection therewith, and, in the case of a Refunding Bond destroyed, stolen or lost, such Owner's filing with the Paying Agent and the District of evidence satisfactory to them that such Refunding Bond was destroyed, stolen or lost, and/or such Owner's ownership thereof in furnishing the Paying Agent and District with indemnity satisfactory to each of them.

Any new Refunding Bonds issued pursuant to this Section 9 in substitution for Refunding Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Refunding Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Refunding Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Refunding Bonds.

Section 10. Payment. Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the Bond Register as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest, Principal and redemption premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof.

Section 11. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution or the Purchase Contract, as applicable, and the Official Statement and to correct any defect inconsistent or provision therein or to cure any ambiguity or omission therein.

(Form of Face of Refunding Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), 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.

REGISTERED
NO.

REGISTERED
\$

ANAHEIM UNION HIGH SCHOOL DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2012 GENERAL OBLIGATION REFUNDING BOND

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP:
_____% _____, _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Anaheim Union High School District (the "District") in County of Orange, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2013. This bond is a bond of the District and will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2013, in which event it shall bear interest from the Date of Issuance. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register (the "Register") maintained by the Paying Agent, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Refunding Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid

interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest on the bonds when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution (described below) until the Certificate of Authentication below has been signed.

This bond is one of an authorization of bonds issued by the Anaheim Union High School District pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act") in the principal amount of \$ _____ for the purpose of refunding all or a portion of the outstanding Anaheim Union High School District (Orange County, California) Election of 2002, Series 2003 General Obligation Bonds, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on September 20, 2012 (the "Bond Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligation bonds of the District. The bonds will be secured by the *ad valorem* taxes on a parity with the other general obligation bonds of the District that remain outstanding.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding any date of selection of bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before August 1, 2022, are not subject to redemption prior to their maturity dates. The Refunding Bonds maturing on or after August 1, 2023 may be

redeemed before maturity at the option of the District on any date on or after August 1, 2022, as a whole or in part, from such maturities as are selected by the District. The Refunding Bonds will be deemed to consist of \$5,000 portions, and any such portion may be separately redeemed. The Refunding Bonds called prior to maturity will be redeemed at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

IN WITNESS WHEREOF, the Anaheim Union High School District, County of Orange, California, has caused this bond to be executed by the manual or facsimile signature of the President of the Board of Trustees of the District and to be countersigned by manual or facsimile signature of the Clerk of the Board of Trustees of the District, all as of the date stated above.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
President of the Board of Trustees

COUNTERSIGNED:

Clerk of the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____.

U.S. Bank National Association

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile) _____
Clerk of the Board of Trustees

* * * * *

Section 12. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriter upon payment of the purchase price therefor in immediately available funds.

Section 13. Application of Proceeds of Refunding Bonds. A portion of the proceeds from the sale of the Refunding Bonds received by the District shall be transferred to the Escrow Bank in an amount sufficient to purchase any Federal Securities and make any cash deposit necessary to refund the Refunded Bonds, all as set forth in a certificate of an Authorized Officer. Such proceeds may be deposited in an Escrow Fund established under the Escrow Agreement. Proceeds of the sale of the Refunding Bonds necessary to pay all costs of issuing the Refunding Bonds not being paid by the Underwriter shall be deposited in the fund of the District known as the "Anaheim Union High School District Refunding Bond Cost of Issuance Fund" and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds. Alternatively, any Authorized Officer of the District may provide for the Underwriter to wire a portion of the proceeds of the Refunding Bonds to the COI Custodian and such Authorized Officer of the District is authorized to enter into a written agreement with the COI Custodian setting forth the terms for the payment of Costs of Issuance.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Anaheim Union High School District General Obligation Refunding Bond Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of principal and interest on the Refunding Bonds. The Debt Service Fund shall be established and held by the County in accordance with California Education Code Section 15251. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the debt service funds of other outstanding general obligation bonds of the District or if no such bonds are outstanding to the general fund of the District.

Money on deposit in the debt service funds established for the Refunded Bonds collected to make the debt service payments on the Refunded Bonds may either be used to pay the interest or principal due on the Refunded Bonds, may be transferred to the Escrow Fund and applied as set forth in the Escrow Agreement or may be used to pay principal and interest due, if any, on the Refunding Bonds.

Notwithstanding any of the foregoing, the provisions of this Section 13 as they relate to the dispersal and allocation of moneys on deposit in the debt service funds established for the Refunded Bonds and the provisions of this Section 13 as they relate to the application of any proceeds from the sale of the Refunding Bonds may be amended by the Purchase Contract so long as the transactions contemplated by such amendment are in compliance with the provisions of the Act.

Except as required below to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal and interest on the Refunding Bonds when due.

Section 14. Rebate Fund.

(a) General. There shall be created and established a special fund designated the “Anaheim Union High School District Refunding Bond Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section, Section 15 and the Tax Certificate to be executed by the District.

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth year ending August 1 (or such other date as is referred to in the Tax Certificate) (each, a “Bond Year”), (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Rebate Regulations, using as the “computation date” for this purpose the end of such five Bond Years, and (2) the District shall cause to be deposited to the Rebate Fund from deposits from the District or from amounts on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to pay rebate pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after payment of all the Refunding Bonds and any amounts described in subsection (d) of this Section, or provision having been made therefor satisfactory to the District, shall be remitted to the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) Withdrawal of Excess Amounts in the Rebate Fund. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Records. The District shall retain records of all determinations made hereunder until six years after the retirement of the last obligations of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the District’s obligations to pay the “rebate amount” shall survive the payment in full or defeasance of the Refunding Bonds.

(j) Modification. Notwithstanding the foregoing provisions of this Section 13, to the extent that any provision of this Section 14 is inconsistent with the Tax Certificate, the provisions of the Tax Certificate shall govern. The District shall comply with all provisions of the Tax Certificate. The District need not comply with any provision of this Section 14 if it delivers to the Paying Agent an opinion of nationally recognized bond counsel to the effect that such noncompliance will not adversely affect the exclusion from gross income of interest on the Refunding Bonds.

Section 15. Security for the Refunding Bonds. The Refunding Bonds are general obligation bonds of the District. There shall be levied on all the taxable property in the District, in

addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, which monies when collected will be placed in the Debt Service Fund of the District, which *ad valorem* taxes, together with the amounts on deposit in the Debt Service Fund, are irrevocably pledged for the payment of the Principal of and interest on the Refunding Bonds when and as the same fall due. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax and to cause the proceeds from such levy to be deposited in the Debt Service Fund to pay the Principal of and interest on the Refunding Bonds when and as the same fall due.

Section 16. Tax Covenants.

(a) The District covenants for and on behalf of the Owners that it shall not take any action, or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Refunding Bonds under Section 103 of the Code.

(b) The District covenants to restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

Section 17. Conditions Precedent. This Board determines that all acts and conditions necessary to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligation bonds of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

Section 18. Insurance. Each of the Authorized Officers, acting alone, is hereby authorized to enter into negotiations to procure bond insurance for the Refunding Bonds and to purchase bond insurance if it will result in net debt service savings to the District. In the event the District purchases bond insurance for the Refunding Bonds or in the event that the Underwriter elects to purchase bond insurance at its option, and to the extent that the Bond Insurer makes payment of the Principal or interest on the Refunding Bonds, it shall become the owner of such Refunding Bonds with the right to payment of Principal and interest on the Refunding Bonds with respect to which it has made payment, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

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

(a) Cash: by irrevocably depositing an amount of cash which together with amounts then on deposit in the Debt Service Fund, is sufficient to pay any or all Refunding Bonds Outstanding, including all Principal and interest and premium, if any; or

(b) United States Obligations: by irrevocably depositing in the Debt Service Fund or with an escrow bank noncallable United States Obligations (as hereinafter defined) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge any or all Refunding Bonds (including all Principal and interest represented thereby and redemption premiums, if any) at their maturity or redemption date, as applicable; then, notwithstanding that any Refunding Bonds so defeased shall not have been surrendered for payment, all obligations of the District with respect to the Refunding Bonds so defeased shall cease and terminate, except only the obligation of the District and the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the owners of such Refunding Bonds not so surrendered and paid all sums due with respect thereto and except for the obligation of the District to comply with the provisions of Sections 14 and 16 hereof.

For purposes of this Section, United States Obligations shall mean direct and general obligations of the United States of America, or obligations that are fully and unconditionally guaranteed as to principal and interest by the United States of America, including (in the case of direct and general obligations of the United States of America) evidence of direct ownership or proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying United States Obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States Obligations; and (c) the underlying United States Obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claims of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by Standard & Poor's Rating Services and Moody's Investors Service in the same rating category as the underlying United States Obligations (without regard to pluses or minuses within a category).

Section 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that (i) the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds and (ii) the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be

less than the total net interest cost to maturity on the Refunded Bonds being refunded plus the principal amount of the Refunded Bonds being refunded.

(c) The Board anticipates that the Refunded Bonds will be paid on August 1, 2013.

(d) The Board hereby appoints U.S. Bank National Association, as escrow bank for the Refunding Bonds and authorizes U.S. Bank National Association to perform the duties of the escrow bank under the Escrow Agreement. Each of the Authorized Officers, acting alone, is authorized to execute the Escrow Agreement in the form presented to this Board, with such changes as such officer shall approve, such approval to be evidenced by such officer's execution.

(e) Each of the Authorized Officers, acting alone, is hereby authorized to take any and all actions necessary or desirable to allow the Underwriter to comply with Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended.

(f) The provisions of this Resolution may be amended by the Purchase Contract.

Section 21. Resolution to Treasurer – Tax Collector. Each of the Authorized Officers is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector of the County immediately following its adoption.

Section 22. Preliminary Official Statement. The form of the Preliminary Official Statement relating to the Refunding Bonds on file with the Clerk of the Board is hereby approved. The Preliminary Official Statement in substantially said form, with such changes as the Authorized Officers of the District may require or approve, which approval shall be conclusively evidenced by delivery thereof, shall hereinafter be referred to as the "Official Statement." The District is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the Underwriter, in such time and manner as to conform with the requirements of Rule 15c2-12 of the Securities and Exchange Commission. Each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to execute a final Official Statement and all certificates required by Rule 15c2-12 and the Purchase Contract.

Section 23. Continuing Disclosure Certificate and Escrow Agreement. The forms of the Continuing Disclosure Certificate and the Escrow Agreement on file with the Clerk of the Board are hereby approved, and each of the Authorized Officers, acting alone, is authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate and the Escrow Agreement in substantially said forms, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of such Authorized Officers.

Section 24. Paying Agent Agreement. The form of the Paying Agent Agreement on file with the Clerk of the Board is hereby approved, and each of the Authorized Officers, acting alone, is authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Paying Agent Agreement in substantially said form, with such changes therein as the officers executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of such officers.

Section 25. Supplemental Resolutions.

(a) This Resolution, and the rights and obligations of the District and of the Owners of the Refunding Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Bond Obligation of the Outstanding Refunding Bonds, exclusive of Refunding Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Refunding Bond affected, reduce the Principal Amount of any Refunding Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

(b) This Resolution, and the rights and obligations of the District and of the Owners of the Refunding Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners:

(i) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(ii) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(iii) To confirm as further assurance any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(iv) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or

(v) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not adversely affect the interests of the Owners.

(c) Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Refunding Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done

and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

Section 26. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Refunding Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the District and the Owners from time to time of the Refunding Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Refunding Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Refunding Bonds over any other thereof.

Section 27. Unclaimed Moneys. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the Refunding Bonds which remain unclaimed for one (1) year after the date when such Refunding Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Refunding Bonds become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the owners of such Refunding Bonds shall look only to the District for the payment of such Refunding Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such Refunding Bonds, at their respective addresses appearing on the registration books, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

Section 28. Permitted Investments.

(a) All amounts held in the funds and accounts established hereunder and held by the County shall be invested by the Treasurer-Tax Collector of the County in any instrument which is a lawful investment for funds of the District. Unless otherwise instructed by the District in writing, amounts held hereunder shall be invested in the Orange County Treasurer's Investment Pool. If invested in other than the Investment Pool, amounts in the Debt Service Fund shall be invested in investments maturing not later than the date on which such amounts will be needed to pay the Principal of and interest on the Refunding Bonds.

(b) Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

Section 29. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 20th day of September, 2012.

BOARD OF TRUSTEES OF THE ANAHEIM
UNION HIGH SCHOOL DISTRICT

By: _____
President

Attest:

Clerk

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, _____, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, which was duly adopted by the Board of Trustees of the Anaheim Union High School District at meeting thereof held on the 20th day of September, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
 Clerk

§ _____
**ANAHEIM UNION HIGH SCHOOL DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2012 GENERAL OBLIGATION REFUNDING BONDS**

BOND PURCHASE CONTRACT

_____, 2012

Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92803

Ladies and Gentlemen:

The undersigned, _____ (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Anaheim Union High School District, (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to us at our office specified in Section 13 below prior to 11:59 p.m., California Time, on the date hereof.

1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ in aggregate principal amount of the District's 2012 General Obligation Refunding Bonds (the "Bonds"). The Bonds shall bear interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

The Underwriter will accept such delivery and pay the net purchase price of the Bonds of \$_____ (being equal to the aggregate principal amount of the Bonds, [plus original issue premium/less net original issue discount] of \$_____, less an underwriter's discount of \$_____) in immediately available funds by wire transfer of which \$_____ shall be wired to the Paying Agent. [In addition, \$_____ shall be wired to the Insurer (defined below) for the policy of municipal bond insurance, purchased at the Underwriter's option].

Within two business days of the date hereof, the Underwriter shall wire the amount of \$_____ to the Paying Agent (defined herein) as security for the performance by the Underwriter of its obligation to accept and pay for the Bonds at the Closing (defined herein), and such good faith deposit in the amount thereof shall be credited toward the payment of the purchase price of the Bonds by the Underwriter at the Closing. Any interest or other income from the investment of the good faith deposit by the District shall belong to the District.

If the District fails to deliver the Bonds at the Closing, or if the District shall be unable to satisfy the conditions of the obligation of the Underwriter to purchase and accept delivery of the Bonds as set forth in this Bond Purchase Agreement, or if the obligation of the Underwriter with

respect to the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder, except that the amount of the good faith deposit shall immediately be paid to the Underwriter, and the respective obligations of the District and the Underwriter for the payment of expenses, as provided in Section 11 (Expenses), shall continue in full force and effect. If the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing as herein provided, the amount of the good faith deposit shall be retained by the District as full liquidated damages for such failure and for any defaults hereunder on the Underwriter's part and shall constitute a full release and discharge of all claims and damages for such failure and for such defaults. The Underwriter understands that the District's actual damages may be greater or may be less than the amount of the good faith deposit. Accordingly, the Underwriter hereby waives any right to claim that the District's actual damages are less than such sum, and the District's acceptance of this offer shall constitute a waiver of any right the District may have to additional damages from the Underwriter.

2. The Bonds. The Bonds shall be dated their date of delivery and are subject to redemption as set forth in Appendix A hereto. In all other respects the Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on _____, 2012 (the "Bond Resolution") and Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 6 of the Government Code of the State of California (the "Act"). All capitalized terms used herein without definition shall have the meanings given to them in the Bond Resolution.

[The Bonds shall be insured under a municipal bond insurance policy (the "Policy") from Assured Guaranty Municipal Corp. (the "Insurer").]

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York; the Bonds shall initially be in authorized denominations of \$5,000 maturity value each or any integral multiple thereof.

The Bonds are being issued for the purpose of refunding all of the District's outstanding Election of 2002, Series 2003 General Obligation Bonds, as described in Appendix B hereto (the "Refunded Bonds").

3. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Contract and an Official Statement (defined below), the Bond Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Contract.

4. Public Offering of the Bonds. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields set forth on Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase the Bonds for resale to investors in an arm's-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from

those of the District, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the District and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Contract of Purchase, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board, and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

5. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2012 (the "Preliminary Official Statement"). The District represents that it has deemed the Preliminary Official Statement to be final, except for either revisions or additions relating to the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the Preliminary Official Statement, together with any amendments or supplements thereto prepared by the District, with such delivery being made in the manner required by the Rule. The Underwriter agrees that it will deliver a copy of the final Official Statement (as defined in Section 8(c) below) to each purchaser of the Bonds with such delivery being made in the manner required by the Rule. The Underwriter agrees that, in accordance with Rule G-32 of the Municipal Securities Rulemaking Board, within one business day after receipt from the District but by no later than the Closing (as defined below), it will file a copy of the Official Statement with the Municipal Securities Rulemaking Board.

6. Closing. At 8:00 a.m., California Time, on _____, 2012, or at such other time or on such other date as shall have been mutually agreed upon by you and us (the "Closing"), you will deliver to us, through the facilities of The Depository Trust Company ("DTC") in New York, New York, or at such other place as we may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, in Newport Beach, California, the other documents set forth in Section 9(e) below.

7. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The District is a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act.

(b) **Due Authorization.** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the

District has full legal right, power and authority to enter into this Purchase Contract and the Continuing Disclosure Certificate, dated as of _____, 2012, to be entered into by the District to assist the Underwriter in satisfying its obligations under the Rule (the "Continuing Disclosure Certificate"), to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and this Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract and the Bond Resolution constitute, and upon its execution the Continuing Disclosure Certificate will constitute, valid and legally binding obligations of the District; (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract; and (vi) no statutory or constitutional limitation on indebtedness or taxation will be exceeded in issuing the Bonds.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) No Conflicts. The issuance of the Bonds, and the execution and delivery by the District of this Purchase Contract, the Bond Resolution, the Bonds and the Continuing Disclosure Certificate and the compliance with the provisions of such documents do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and, to the best knowledge of the District, do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(e) Litigation. Except as described in the Preliminary Official Statement, as of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending in which service of process has been completed against the District, or to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of the tax revenues pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District under the Bond Resolution or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Contract or the Bond Resolution, (b) declare this Purchase Contract or the Continuing Disclosure Certificate to be invalid or unenforceable in whole or in material part, or

(c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(f) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District, nor the County on behalf of and at the request of the District, will have issued, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(g) Compliance with Internal Revenue Code. The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon, and the District will comply with the applicable provisions of the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(h) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) Continuing Disclosure. At or prior to the Closing, the District shall have duly authorized, executed and delivered the Continuing Disclosure Certificate. The Continuing Disclosure Certificate shall comply with the provisions of the Rule and be substantially in the form attached to the Official Statement in Appendix B. Except as may be disclosed in the Official Statement, during the last five years, the District has not failed to comply in all material respects with its previous undertakings pursuant to the Rule.

(j) Official Statement. As of the date hereof, the Preliminary Official Statement does not, and as of the Closing the Official Statement (as defined in 8(c) below) (excluding the information therein furnished in writing to the District by the Underwriter [or relating to the Insurer], the Policy, DTC and its book-entry system or CUSIP numbers, as to which no view is expressed by the District) will not, contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein in light of the circumstances under which they were made not misleading.

(k) Levy of Tax. The District hereby agrees to take any and all actions as may be required or otherwise necessary in order to arrange for the levy and collection of taxes by the County for payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the County Auditor and the County Treasurer-Tax Collector a copy of the Bond Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

8. Covenants of the District. The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Contract is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all Appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than seven (7) business days following the date this Purchase Contract is signed, in order to permit the Underwriter to comply with paragraph (b) (4) of the Rule and with the rules of the Municipal Securities Rulemaking Board; provided, however, that the failure of the District to comply with this requirement due solely to the acts of the Underwriter, its counsel or agents, shall not be considered cause for the Underwriter to refuse to accept delivery of and pay for the Bonds. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is the earlier of the date which is twenty-five (25) days following the End of the Underwriting Period (as defined below) or the date on which all of the Bonds have been sold by the Underwriter; and

(e) Amendments to Official Statement. From the date hereof until the earlier of twenty-five (25) days after the End of the Underwriting Period (as defined below) or the date on which all of the Bonds have been sold by the Underwriter, the District will amend or supplement the Official Statement in any manner necessary to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, and (at the expense of the District) shall deliver a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance reasonably satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. As used herein, the term "End of the Underwriting Period" means the later of such time as (i) the Bonds are delivered to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the date of the Closing. Any notice delivered pursuant to this provision shall be written notice delivered to the District at or prior to the Closing, and shall specify a date (other than the date of Closing and not more than 25 days after the Closing) to be deemed the "End of the Underwriting Period."

9. Conditions to Closing. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Contract are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, bond counsel ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Contract, the Continuing Disclosure Certificate and the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, be threatened which has any of the effects described in Section 7(e) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected in the reasonable judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) the withdrawal or downgrading of any rating of the District's outstanding general obligation bonds by a national rating agency (other than due to the downgrade of the provider of any credit enhancements for such bonds); or

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive a copy of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) Bond Opinion. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District substantially in the form attached as Appendix C to the Preliminary Official Statement;

(2) Reliance Letter. A reliance letter, dated as of the date of Closing and addressed to the Underwriter of Bond Counsel to the effect that the Underwriter may rely upon the approving opinion described in (e)(1) above;

(3) Supplemental Opinion. A supplemental opinion, dated as of the date of Closing and addressed to the Underwriter, of Bond Counsel to the effect that (i) this Purchase Contract and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other respective parties thereto, constitute the legal, valid and binding agreements of the District, enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by the limitations on remedies against school districts in

the State of California; provided, however, that no opinion as to the enforceability of any indemnification, contribution, choice of law, penalty or waiver provisions therein; (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the statements contained in the Official Statement on the cover and under the captions “INTRODUCTION,” “THE BONDS” (other than under the caption “—DTC Book-Entry Only”), “SECURITY AND SOURCE OF PAYMENT” and “LEGAL MATTERS—Tax Exemption,” (excluding any information relating to DTC, and its book-entry system, CUSIP numbers, and Appendix D to the Official Statement), insofar as such statements purport to summarize certain provisions of the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and the Approving Opinion, are accurate in all material respects; and (iv) the District has taken all actions required to defease the Refunded Bonds and such Refunded Bonds are no longer outstanding.

(4) Certificate of the District. A certificate signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such District official has reviewed the Official Statement and on such basis certifies that the Official Statement (other than the information therein furnished in writing to the District by the Underwriter or relating to the DTC and its book-entry system, CUSIP numbers, [the Insurer] and the Policy, as to which no view is expressed) does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the Bond Resolution, and (vi) the District received the consent of the auditor to include the District’s Fiscal Year 2010-11 audit in the Official Statement;

(5) Tax Certificate. A tax certificate of the District in form satisfactory to Bond Counsel;

(6) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Clerk of the Board of Education to the effect that:

(i) such copies are true and correct copies of the Bond Resolution; and

(ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(7) Preliminary Official Statement. A copy of the “deemed final” certificate of the appropriate official of the District evidencing his or her determination respecting the Preliminary Official Statement in accordance with the Rule;

(8) Rating. Evidence as of the Closing Date satisfactory to the Underwriter that the Bonds have received, at a minimum, an underlying rating of “___” from Moody’s Investors Service (“Moody’s”);

(9) [Bond Insurance]. The executed Policy of the Insurer insuring the scheduled payment of principal of and interest on the Bonds, substantially in the form attached as Appendix __ to the Official Statement];

(10) [Opinion of Counsel to Insurer]. An opinion of counsel to the Insurer, dated as of the date of Closing, addressed to the Underwriter and the District in form and substance acceptable to the Underwriter, substantially to the effect that: (i) the Insurer has been duly incorporated and is validly existing and in good standing under the laws of the State of its incorporation; (ii) the Policy constitutes the legal, valid and binding obligation of the Insurer enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, rehabilitation and other similar laws of general applicability relating to or affecting creditors' and/or claimants' rights against insurance companies and to general equity principles; and (iii) the information contained in the Official Statement under the caption "BOND INSURANCE" does not contain any untrue statement of a material fact or omit to state a 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;]

(11) Form 8038-G. Evidence that the federal tax information Form 8038-G has been prepared for filing;

(12) Notice of Final Sale. A copy of the Notice of Final Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855 of the California Government Code;

(13) Verification Agent. A copy of the verification report of _____, concluding that the amounts of the Bonds intended for redemption of the Refunded Bonds are sufficient to defease the Refunded Bonds;

(14) Certificate of Paying Agent. A certificate of a duly authorized officer of the Paying Agent in a form satisfactory to the District and the Underwriter;

(15) Opinion of Counsel to Paying Agent. An opinion of counsel to the Paying Agent addressed to the District and the Underwriter in a form satisfactory to such parties;

(16) [Opinion of Counsel to the Underwriter]. The opinion of _____, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;] and

(17) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract prior to the close of business on the date of Closing and if such unsatisfied conditions shall not have been waived by the Underwriter, or

if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and be of no further force and effect, except with respect to the obligations of the District and the Underwriter under Section 11 hereof.

10. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

11. Expenses. The Underwriter shall pay from its own funds out-of-pocket expenses of the Underwriter, including bond insurance premium, if purchased at its option, the California Debt and Investment Advisory Commission fee, travel (except in connection with securing a rating on the Bonds) and other expenses incurred by it.

The District shall pay any expenses incident to the performance of its obligations hereunder from the proceeds of the Bonds (or from any other source of available funds of the District). The expenses to be paid by the District include: (i) the cost of the preparation and reproduction of the Bond Resolution; (ii) the fees and expenses of consultants; (iii) the fees and disbursements of Bond Counsel; (iv) the cost of the preparation, printing and delivery of the Bonds; (v) the cost of the preparation, printing and delivery of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto in the quantity requested by the Underwriter in accordance herewith; (vi) initial rating fee of Moody's; (vii) fees and expenses of the Paying Agent for the Bonds and for the Refunded Bonds; [(viii) the fees of Underwriter's Counsel]; (ix) the fees of the Verification Agent, and (x) all other fees and expenses incident to the sale of the Bonds other than those to be paid by the Underwriter pursuant to the previous paragraph.

In the event that the Closing does not occur, the Underwriter shall not be responsible for any costs related to the proposed issuance of the Bonds other than its own costs and the costs of its counsel, which costs, if any are due, shall be the responsibility of the District.

12. Notices. Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent, Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92803; or if to the Underwriter, to _____, Attention: _____.

13. Parties in Interest; Survival of Representations and Warranties. This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Contract.

14. Severability. If any one or more of the provisions in this Purchase Contract to be performed on the part of the District or the Underwriter should be determined by a court of competent jurisdiction to be contrary to law, such provisions shall be null and void and shall be

deemed separate from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of this Purchase Contract.

15. No Prior Agreements. This Purchase Contract supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of the Bonds.

16. Execution in Counterparts. This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

17. Applicable Law. This Purchase Contract shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,
[UNDERWRITER]

By: _____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Superintendent

Time: _____ a.m./p.m. PDT

APPENDIX A

Maturity Schedule

<i>Maturity Date (August 1)</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
	\$	%	%	

Redemption Provisions

Optional Redemption of the Bonds. The Bonds maturing on or before August 1, 2022, are not subject to redemption prior to their maturity dates. The Bonds maturing on or after August 1, 2023 may be redeemed before maturity at the option of the District on any date on or after August 1, 2022 as a whole, or in part, by lot, from such maturities as are selected by the District. The Bonds will be deemed to consist of \$5,000 portions, and any such portion may be separately redeemed. The Bonds redeemed prior to maturity, if any, will be redeemed at the principal amount thereof together with accrued interest to date of redemption, without premium.

APPENDIX B
REFUNDED BONDS

Anaheim Union High School District
Election of 2002
Series 2003 General Obligation Bonds

<i>Maturity Date</i> <i>(August 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Redemption Date</i>	<i>Redemption Price</i>
	\$	%		%

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CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") dated as of _____ 1, 2012 is executed and delivered by the Anaheim Union High School District (the "Issuer") in connection with the issuance and delivery of \$_____ Anaheim Union High School District 2012 General Obligation Refunding Bonds (the "Bonds"). The Bonds are being issued pursuant to a resolution of the Issuer, adopted on _____, 2012 (the "Resolution").

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

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

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

"Disclosure Representative" shall mean the Superintendent or Assistant Superintendent, Business, of the Issuer or either of their designees, or such other officer or employee as the Issuer shall designate in writing from time to time.

"Dissemination Agent" shall mean, initially, Issuer, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designed in writing by the Issuer and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system of the MSRB.

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

"MSRB" shall mean the Municipal Securities Rulemaking Board and any successor entity designated under the Rule as the repository for filings made pursuant to the Rule.

"Participating Underwriter" shall mean _____, as the original underwriter of the Bonds.

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

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent upon written direction to, not later than the March 25 following the end of the Issuer's fiscal year, commencing with the report for the fiscal year ending June 30, 2012, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report shall be provided to the MSRB in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. The Annual Report may be submitted as a

single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

The Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify the MSRB and the Dissemination Agent (if other than the Issuer) of a change in the fiscal year dates. Each Annual Report furnished to the Dissemination Agent constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon the information provided by the Issuer and shall have no duty or obligation to review such Annual Report.

(b) If the Dissemination Agent is a person or entity other than the Issuer then, not later than fifteen (15) days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) days prior to such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB, in the form required by the MSRB.

(d) The Dissemination Agent shall:

(i) confirm the electronic filing requirements of the MSRB for the Annual Reports; and

(ii) promptly after receipt of the Annual Report, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided the MSRB. The Dissemination Agent's duties under this clause (ii) shall exist only if the Issuer provides the Annual Report to the Dissemination Agent for filing.

(e) Notwithstanding any other provision of this Disclosure Certificate, all filings shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

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

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not included in the audited financial statements of the Issuer, the Annual Report shall also include the following:

- (i) The student enrollment in the District for the preceding fiscal year;
- (ii) The schedule of changes in long-term debt for the District for the preceding fiscal year;
- (iii) The District's total revenue limit for the preceding fiscal year;
- (iv) The current fiscal year assessed valuation of taxable properties in the District, including assessed valuation of the top 20 properties;
- (v) Prior fiscal year total secured tax charges and the typical tax rates; and
- (vi) The delinquency rate of *ad valorem* taxes for property located within the District.

(c) In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) business days after the event:

- (1) principal and interest payment delinquencies;
- (2) unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) unscheduled draws on credit enhancements reflecting financial difficulties;
- (4) substitution of credit or liquidity providers, or their failure to perform;
- (5) adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determinations of taxability or of the Notice of Proposed Issue (IRS Form 5701-TEB);
- (6) tender offers;
- (7) defeasances;

- (8) ratings changes; and
- (9) bankruptcy, insolvency, receivership or similar proceedings.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) unless described in paragraph 5(a)(5), notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (2) the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (3) appointment of a successor or additional trustee or the change of the name of a trustee;
- (4) nonpayment related defaults;
- (5) modifications to the rights of Owners of the Bonds;
- (6) notices of redemption; and
- (7) release, substitution or sale of property securing repayment of the Bonds.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (b), the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the Issuer shall file a notice of such occurrence with EMMA in a timely manner not more than ten (10) business days after the event.

(e) The Issuer hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the Issuer and that the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

(f) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(7) and (b)(6) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Bonds pursuant to the Resolution. In each case of the Listed Event, the Dissemination Agent shall not be obligated to file a notice as required in this subsection (f) prior to the occurrence of such Listed Event.

(g) Any of the filings required to be made under this Section 5 shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Issuer. The Dissemination Agent may resign by providing thirty days written notice to the Issuer and the Paying Agent. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the Issuer. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Issuer in a timely manner and in a form suitable for filing.

SECTION 8. Amendment. (a) This Disclosure Certificate may be amended, in writing, without the consent of the Owners, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Disclosure Certificate as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) there shall have been delivered to the Issuer an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the same effect as set forth in clause (2) above, (4) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners, and (5) the Issuer shall have delivered copies of such opinion and amendment to the MSRB.

(b) This Disclosure Certificate may be amended in writing with respect to the Bonds, upon obtaining consent of Owners at least 25% in aggregate principal of the Bonds then outstanding;

provided that the conditions set forth in Section 8(a)(1), (2) and (3) have been satisfied; and provided, further, that the Dissemination Agent shall be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder.

(c) To the extent any amendment to this Disclosure Certificate results in a change in the type of financial information or operating data provided pursuant to this Disclosure Certificate, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

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

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event the Issuer fails to comply with any provision in this Disclosure Certificate, the Dissemination Agent may (or shall upon direction of the Owners of 25% in aggregate principal of the Bonds then outstanding or the Participating Underwriter) take all action necessary to cause the Issuer to comply with this Disclosure Certificate. In the event of a failure of the Dissemination Agent to comply with any provision of this Disclosure Certificate, any Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. If the Dissemination Agent is a person or entity other than the Issuer, this Section 11 shall apply. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its 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 negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended 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 hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Bond Owner's, or any other party. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent hereunder, seeking any remedy other than to compel specific performance of this Disclosure Certificate. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Certificate.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative: Assistant Superintendent, Business
Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92803

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Superintendent

ESCROW AGREEMENT

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ELECTION OF 2002
SERIES 2003 GENERAL OBLIGATION BONDS**

This ESCROW AGREEMENT (the "Agreement"), dated as of October 1, 2012, by and between the Anaheim Union High School District (the "District"), and U.S. Bank National Association, a national banking association having a corporate trust office in Los Angeles, California, and being qualified to accept and administer the escrow hereby created (the "Escrow Bank"),

WITNESSETH:

WHEREAS, pursuant to Resolution No. 03-355 (the "Prior Resolution") adopted on November 18, 2003, the Board of Supervisors of the County of Orange authorized the issuance of the District's Election of 2002, Series 2003 General Obligation Bonds (the "Prior Bonds") which the District subsequently issued in the aggregate principal amount of \$26,999,352; and

WHEREAS, pursuant to a resolution of the Governing Board of the District adopted on September 20, 2012 (the "District Resolution") the District has determined to issue its 2012 General Obligation Refunding Bonds (the "Refunding Bonds") for the purpose of providing moneys which will be sufficient to pay on and prior to August 1, 2013, all regularly scheduled payments of interest with respect to a portion of the outstanding Prior Bonds set forth on Schedule A attached hereto (such refunded portion of the Prior Bonds, the "Refunded Bonds"), and to pay on August 1, 2013 the principal with respect to the Refunded Bonds maturing on and after August 1, 2014, plus interest with respect thereto accrued to such date, without premium (the "Redemption Price"); and

WHEREAS, the District Resolution provides that a portion of the proceeds of the Refunding Bonds shall be set aside in order to provide for the payment of the Refunded Bonds and that such proceeds shall be deposited in a special escrow fund to be created hereunder and maintained by the Escrow Bank (the "Escrow Fund"); and

WHEREAS, the District has taken action to cause to be delivered to the Escrow Bank, for deposit in the Escrow Fund, Refunding Bond proceeds to be applied to the purchase of certain securities and investments consisting of direct noncallable obligations of the United States of America as listed on Schedule B attached hereto and made a part hereof (the "Investment Securities"), with the balance to be held uninvested in cash; and

WHEREAS, the amount on deposit in the Escrow Fund has been verified by AMTEC in conjunction with Ross & Company, PLLC, a certified public accountant licensed to practice in the State, acting as verification agent with respect to the Escrow Fund (the "Verification Agent") to be sufficient to pay the Redemption Price of the Refunded Bonds on August 1, 2013;

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

Section 1. Establishment, Funding and Maintenance of Escrow Fund.

(a) The Escrow Bank agrees to establish and maintain the Escrow Fund until final payment of the Refunded Bonds has been paid in full and to hold any securities, investments and all moneys therein at all times as a special and separate escrow fund (wholly segregated from all other securities, investments or moneys on deposit with the Escrow Bank). The District shall deposit with the Escrow Bank \$_____ of proceeds of the Refunding Bonds. All securities, investments and moneys in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Section 2 hereof, to secure the payment and redemption of the Refunded Bonds as provided herein; provided that any money held in the Escrow Fund that is not used for the payment or redemption of the Refunded Bonds shall be repaid to the District free from the trust created by this Escrow Agreement. The District hereby directs the Escrow Bank to use \$_____ of the amounts in the Escrow Fund to purchase the Investment Securities as described in Schedule B and shall retain \$_____ of such amount uninvested in cash. The Escrow Bank hereby acknowledges receipt of the verification report of the Verification Agent, dated _____, 2012 (the "Verification Report") with respect to the District's defeasance of the Refunded Bonds.

Section 2. Investment of the Escrow Fund.

(a) The District and the Escrow Bank each shall take all remaining action, if any, necessary to have the Investment Securities issued and registered in the name of the Escrow Bank for the account of the Escrow Fund. Except as otherwise provided in this Section, the Escrow Bank shall not reinvest any cash portion of the Escrow Fund and shall hold such cash portion uninvested.

(b) Upon the written direction of the District, but subject to the conditions and limitations herein set forth, the Escrow Bank shall sell, transfer, request the redemption or otherwise dispose of some or all of the Investment Securities in the Escrow Fund and purchase with the proceeds derived from such sale, transfer, redemption or other disposition noncallable and non-prepayable obligations constituting direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed as to full and timely payment by the United States of America (the "Substitute Investment Securities"). Such sale, transfer, redemption or other disposition of Investment Securities and purchase of Substitute Investment Securities shall be effected by the Escrow Bank upon the written direction of the District but only by a simultaneous transaction and only if (i) a nationally recognized firm of independent certified public accountants shall certify that (a) the Substitute Investment Securities, together with the Investment Securities which will continue to be held in the Escrow Fund, will mature in such principal amounts and earn interest in such amounts and, in each case, at such times so that sufficient moneys will be available from maturing principal and interest on such Investment Securities and Substitute Investment Securities held in the Escrow Fund, together with any uninvested moneys therein, to make all payments required by Section 3 hereof which have not previously been made, and (b) the amounts and dates of the anticipated payments by the Escrow Bank of the principal and interest on the Refunded Bonds will not be diminished or postponed thereby, and (ii) the Escrow Bank shall receive an unqualified opinion of nationally recognized municipal bond attorneys to the effect that the proposed sale, transfer, redemption or other disposition and substitution of Investment Securities will not adversely affect the exclusion of interest on the Refunding Bonds or the Refunded Bonds from gross income for federal income tax purposes.

(c) Upon the written direction of the District, but subject to the conditions and limitations herein set forth, the Escrow Bank will apply any moneys received from the maturing

principal of or interest or other investment income on any Investment Securities and Substitute Investment Securities held in the Escrow Fund, or the proceeds from any sale, transfer, redemption or other disposition of Investment Securities pursuant to Section 2(b) not required for the purposes of said Section, as follows: to the extent such moneys will not be required at any time for the purpose of making a payment required by Section 3 hereof, as certified by a nationally recognized firm of independent certified public accountants, such moneys shall be transferred to the District upon the written direction of the District as received by the Escrow Bank, free and clear of any trust, lien, pledge or assignment securing the Refunded Bonds or otherwise existing hereunder or under the District Resolution.

Section 3. Irrevocable Instructions. The District hereby requests and irrevocably instructs the Escrow Bank, and the Escrow Bank hereby agrees, to collect and deposit in the Escrow Fund the principal of and interest on the Investment Securities and Substitute Investment Securities held for the account of the Escrow Fund promptly as such principal and interest become due, and to apply, subject to the provisions of Section 2 hereof, such principal and interest, together with any other moneys and the principal of and interest on any other securities deposited in the Escrow Fund, to the payment of the Refunded Bonds at the places and in the manner stipulated in the Refunded Bonds and in the Prior Resolution. U.S. Bank National Association, in its capacity as the Paying Agent under the Prior Resolution (the "Paying Agent"), shall be notified of the irrevocable election of the District to pay on August 1, 2013 the Redemption Price of the Refunded Bonds. The District shall request and irrevocably instruct U.S. Bank National Association, in its capacity as the Paying Agent under the Prior Resolution, to (i) mail a notice of defeasance substantially in the form attached as Exhibit A of Schedule D hereto and (ii) mail a notice of redemption in accordance with the Prior Resolution substantially in the form attached as Exhibit B to Schedule D hereto. The Escrow Fund cash flow is set forth in Schedule C attached hereto.

Section 4. Possible Deficiencies; Amounts in Excess of Required Cash Balance.

(a) If at any time the Escrow Bank has actual knowledge that the moneys in the Escrow Fund, including the anticipated proceeds of the Investment Securities and any Substitute Investment Securities, will not be sufficient to make all payments required by Section 3 hereof, the Escrow Bank shall notify the District in writing as soon as is reasonably practicable, of such fact, the amount of such deficiency and the reason therefor solely to the extent actually known to it; provided, however, the District shall have no liability for any deficiency and shall not be required to provide funds to eliminate any such deficiency.

(b) The Escrow Bank shall in no manner be responsible for any deficiency in the Escrow Fund.

Section 5. Fees and Costs.

(a) The District shall pay to the Escrow Bank an annual fee for its services hereunder and shall reimburse the Escrow Bank for its out of pocket expenses (including but not limited to the fees and expenses, if any, of its counsel or accountants) incurred by the Escrow Bank in connection with these services, all as more particularly agreed upon by the District and the Escrow Bank.

(b) The fees of and the costs incurred by the Escrow Bank shall in no event be deducted or payable from, or constitute a lien against, the Escrow Fund.

Section 6. Merger or Consolidation. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

Section 7. Indemnity. To the maximum extent permitted by law, the District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Bank and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Bank at any time (whether or not also indemnified against the same by the District or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of the Investment Securities and any Substitute Investment Securities, the retention of the Investment Securities and any Substitute Investment Securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Agreement; provided, however, that the District shall not be required to indemnify the Escrow Bank against the Escrow Bank's own negligence or willful misconduct or the negligent or willful misconduct of the Escrow Bank's respective agents and employees or the willful breach by the Escrow Bank of the terms of this Agreement. In no event shall the District or the Escrow Bank be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this section. The indemnities contained in this section shall survive the termination of this Agreement and the resignation or removal of the Escrow Bank.

Section 8. Responsibilities of the Escrow Bank. The liability of the Escrow Bank for the payment of moneys as hereinabove set forth respecting the payment of the Refunded Bonds shall be limited to the principal of and interest on the Investment Securities and Substitute Investment Securities purchased hereunder. The Escrow Bank shall not be liable for any loss resulting from any investment, sale, transfer, prepayment, substitution or other disposition made pursuant to this Agreement in compliance with the provisions hereof or the sufficiency of the Investment Securities (or Substitute Investment Securities) or any uninvested moneys held hereunder to accomplish the discharge of the Refunded Bonds. The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the purchase of the Investment Securities and any Substitute Investment Securities, the retention of the Investment Securities and any Substitute Investment Securities or the proceeds thereof, the sufficiency of the Investment Securities and any Substitute Investment Securities to accomplish the defeasance of the Refunded Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Bank in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the District and the Escrow Bank assumes no responsibility for the correctness thereof.

The Escrow Bank makes no representation as to the sufficiency of the Investment Securities and any Substitute Investment Securities to be purchased pursuant hereto and any uninvested moneys to accomplish the payment of the Refunded Bonds or to the validity of this Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no liability with respect thereto. The Escrow Bank shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. No provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability by the performance or exercise of its rights or powers. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be provided or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District. The obligations of the District hereunder shall survive the termination or discharge of the Agreement. The Escrow Bank may resign at any time upon 30 days' written notice to the District.

Section 9. Amendments. This Agreement is made for the benefit of the District and the owners from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Bank and the District; provided, however, that if the District and the Escrow Bank receive an opinion of nationally recognized bond attorneys to the effect that the exclusion from gross income for federal income tax purposes of the interest on the Refunded Bonds and the Refunding Bonds will not be adversely affected thereby, they may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Bank for the benefit of the owners of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Bank; and (iii) to include under this Agreement additional funds, securities or properties (but only if the sufficiency of the Escrow Fund for the purpose herein set forth is verified by a nationally recognized firm of independent certified public accountants). The Escrow Bank shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys with respect to compliance with this Section 9, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 9.

Section 10. Resignation or Removal of Escrow Bank.

(a) The Escrow Bank may resign by giving not less than 30 days notice in writing to the District, which notice shall be mailed to the owners of the Refunded Bonds remaining unpaid. The Escrow Bank may be removed (1) by (i) filing with the District of an instrument or instruments executed by the owners of at least 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid, and (ii) the delivery of a copy of the instruments filed with the District to the Escrow Bank, or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the District or the owners of 25% in aggregate principal amount of the Refunded Bonds then remaining unpaid.

(b) If the position of Escrow Bank becomes vacant due to resignation or removal of the Escrow Bank or any other reason, a successor Escrow Bank may be appointed by the District. Notice of such appointment shall be mailed by first class mail, postage prepaid, to the registered owners of the Refunded Bonds. Within one year after a vacancy, the owners of a majority in principal amount of the Refunded Bonds then remaining unpaid may, by an instrument or instruments filed with the District, appoint a successor Escrow Bank who shall supersede any Escrow Bank theretofore appointed by the District. If no successor Escrow Bank is appointed by the District or the owners of such Refunded Bonds then remaining unpaid, within 45 days after any such resignation or removal, the Escrow Bank may petition the appropriate court having jurisdiction for the appointment of a successor Escrow Bank. The responsibilities of the Escrow Bank under this Escrow Agreement will not be discharged until a new Escrow Bank is appointed and until the cash and investments held under this Escrow Agreement are transferred to the new Escrow Bank.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 12. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

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

Section 14. Definitions. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning assigned to such term in the Resolution.

Section 15. Assignment. This Agreement shall not be assigned by the Escrow Bank or any successor thereto without the prior written consent of the District.

Section 16. Notices. All notices, demands and formal actions under this Agreement shall be in writing and mailed, telegraphed or delivered to:

District : Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92803
Attention: Assistant Superintendent, Business

Escrow Bank: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Corporate Trust Services

Section 17. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur (i) the date upon which the Refunded Bonds have been paid in accordance with this Agreement or (ii) the date upon which any surplus moneys remaining the Escrow Fund are returned to the District pursuant to Section 1(a) of this Agreement.

Section 18. Miscellaneous. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the District periodic cash transaction statements which shall include detail for all investment transactions made by the Escrow Bank hereunder.

Section 19. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in which the principal office of the Escrow Bank is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement; and no interest shall accrue for the period from and after such nominal date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Anaheim Union High School District and U.S. Bank National Association have caused this Agreement to be executed each on its behalf as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as Escrow
Bank

By: _____
Authorized Officer

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Assistant Superintendent, Business

SCHEDULE A

Refunded Bonds

<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>	<i>CUSIP</i>
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SCHEDULE B

Investment Securities

Type	Settlement Date	Maturity Date	Par Amount	Coupon Rate	Price	Total Cost

SCHEDULE C

Escrow Cash Flow

Date	Cash Receipts From U.S. Treasury Securities (Exhibit A-1)	Cash Disbursements From Escrow (Exhibit B)	Cash Balance
Beginning Balance:			
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SCHEDULE D

**INSTRUCTIONS AND REQUEST TO
PAYING AGENT**

_____, 2012

U.S. Bank National Association
Corporate Trust Services
633 West 5th Street, 24th Floor
Los Angeles, CA 90071
Attention: Corporate Trust Services

ANAHEIM UNION HIGH SCHOOL DISTRICT
Election of 2002
Series 2003 General Obligation Bonds

Ladies and Gentlemen:

As the paying agent (collectively, the "Paying Agent") with respect to the above-captioned Anaheim Union High School District Election of 2002, Series 2003 General Obligation Bonds (the "Series 2003 Bonds"), you are hereby notified of the irrevocable election of the Anaheim Union High School District (the "District") to redeem the portion of the outstanding Series 2003 Bonds as described in Exhibit A hereto (the "Refunded Bonds"), at a price of 100% of the principal amount thereof on August 1, 2013. The District intends to fund the redemption of the Refunded Bonds with the proceeds of its 2012 General Obligation Refunding Bonds (the "2012 Refunding Bonds") issued on _____, 2012.

You are hereby irrevocably instructed to mail, as soon as practicable, a notice to the registered owners of such Refunded Bonds (in the form attached hereto as Exhibit A) that the deposit of investment securities and moneys has been made with you as such Escrow Bank and you have received a verification report evidencing that the projected withdrawals from such escrow have been calculated to be adequate to pay the principal and the interest on the Refunded Bonds outstanding to and including the redemption date.

[REMAINDER OF PAGE LEFT BLANK]

You are further irrevocably instructed to provide notice of redemption, substantially in the form attached hereto as Exhibit B, with respect to the Refunded Bonds in accordance with the provisions of Section _____ of Resolution No. _____ pursuant to which the Refunded Bonds were issued.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Assistant Superintendent, Business

Receipt acknowledged and consented to:

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

By: _____
Authorized Officer

EXHIBIT A

**NOTICE OF DEFEASANCE OF BONDS OF
ANAHEIM UNION HIGH SCHOOL DISTRICT
ELECTION OF 2002
SERIES 2003 GENERAL OBLIGATION BONDS**

<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>	<i>CUSIP</i>
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Notice is hereby given to the owners of the outstanding Anaheim Union High School District Election of 2002, Series 2003 General Obligation Bonds maturing on August 1, 2014 to and including August 1, 2028 (collectively, the "Refunded Bonds") that:

(i) There has been deposited in an Escrow Fund with U.S. Bank National Association, as Escrow Bank, certain monies and investment securities as permitted by the resolution pursuant to which the Refunded Bonds were issued (the "Resolution") for the purpose of defeasing the Refunded Bonds. The Escrow Bank has received a verification report of an independent accounting firm evidencing that the principal of and the interest on the investment securities are projected, together with other moneys deposited with the Escrow Bank, to be sufficient to redeem the Refunded Bonds on August 1, 2013 at redemption price of 100%.

(ii) The Escrow Bank has been irrevocably instructed by the Anaheim Union High School District (the "District") to redeem the Refunded Bonds on August 1, 2013 at a redemption price of 100%.

(iii) The Refunded Bonds are deemed to be paid in accordance with Section _____ of the Resolution and all obligations of the District and the Paying Agent under the Resolution have ceased and terminated except for the obligation of the Paying Agent to pay the owners of the Refunded Bonds from amounts on deposit in the Escrow Fund and the obligations of the District with respect to the Rebate Fund.

Dated _____, 2012

U.S. Bank National Association,
as Paying Agent

EXHIBIT B

Notice of Redemption

Anaheim Union High School District
Election of 2002
Series 2003 General Obligation Bonds

Rate Maturity Cusip* Principal

NOTICE IS HEREBY GIVEN, pursuant to the terms of Resolution No. _____ adopted by the Board of Supervisors of the County of Orange on behalf of the Anaheim Union High Unified School District, as Issuer, that the bonds listed above which were issued on December 5, 2003 have been selected for optional redemption on August 1, 2013 (the "Redemption Date") at a price of 100% of the principal amount (the "Redemption Price") together with interest accrued to the Redemption Date.

Payment of the Redemption Price on the Bonds called for redemption will become due and payable on the Redemption Date upon presentation and surrender thereof in the following manner:

If by Mail:
U. S. Bank, N.A.
Corporate Trust Services
P. O. Box 64111
St. Paul, MN 55164-0111

If by Hand or Overnight Mail:
U. S. Bank
Corporate Trust Services
60 Livingston Avenue
1st FL – Bond Drop Window
St. Paul, MN 55107

1-800-934-6802

Bondholders presenting their bonds in person for same day payment **must** surrender their bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00 P.M. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

*The Paying Agent shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for convenience of the Holders.

Dated: July 31, 2013

**U.S. Bank National Association,
as Paying Agent**

BOND COUNSEL AGREEMENT

ANAHEIM UNION HIGH SCHOOL DISTRICT

(General Obligation Refunding Bonds)

THIS AGREEMENT, made as of this 20th day of September, 2012, by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (herein "District") and STRADLING YOCCA CARLSON & RAUTH, a Professional Corporation (herein "Bond Counsel"):

R E C I T A L S :

- A. The District desires to retain Bond Counsel in connection with the District's planned issuance of General Obligation Refunding Bonds (the "Bonds") to refund all or a portion of the District's outstanding Election of 2002, Series 2003 General Obligation Bonds; (the "Refunded Bonds"); and
- B. The District desires to retain Bond Counsel to do the necessary legal work hereinafter outlined, upon the terms and conditions hereinafter set forth, related to the Bonds; and
- C. Bond Counsel represents that it is ready, willing and able to perform said legal work;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1. SCOPE OF SERVICES

- A. Issuance of Bonds. The District retains Bond Counsel to provide, and Bond Counsel agrees to provide, legal services in connection with the issuance of the Bonds. Such services shall include, but not be limited to, the rendering of legal opinions (hereinafter called the "opinions") pertaining to the issuance of the Bonds to the effect that:
 - (1) The Bonds have been properly authorized, executed and delivered and are valid and binding obligations; and
 - (2) The essential sources of security for the Bonds have been legally provided; and
 - (3) Interest on the Bonds is exempt from California personal income taxation and is excluded from gross income for purposes of federal income taxes.

Bond Counsel's services will also include compiling a sufficient record justifying the opinion by:

- (i) Researching applicable laws and ordinances relating to the Bonds;

- (ii) Attending conferences and consulting with District staff and District legal counsel regarding such laws, and the need for amendments thereto, or additional legislation;
- (iii) Participating in meetings, conferences or discussions with any financial advisors, underwriters or other experts retained by the District in structuring the issuance of the Bonds;
- (iv) Supervising and preparing documentation of the steps to be taken through the issuance of the Bonds, including:
 - (a) Drafting all resolutions, notices, rules and regulations, and other legal documents required for the issuance of the Bonds, and all other documents relating to the security of the Bonds, in consultation with the District, its counsel, financial advisor, underwriter and other experts;
 - (b) Preparing the record of proceedings for the authorization, sale, issuance of the Bonds;
 - (c) Reviewing portions of the official statement or placement memorandum (the "Official Statement") relating to the sale of the Bonds which summarize the terms of the Bonds and Bond Counsel's opinions;
 - (d) Reviewing the purchase contracts or the bidding documents relating to the sale of the Bonds and participating in the related negotiations;
 - (e) Participating in meetings and other conferences scheduled by the District, the District's financial advisor or the underwriter;
 - (f) Consulting with prospective purchasers, their legal counsel and rating agencies;
 - (g) Consulting with counsel to the District concerning any legislation or litigation which may effect the Bonds, the security for the Bonds, or any other matter related to the issuance of the Bonds;
 - (h) Consulting with any paying agent for the Bonds and their counsel;
 - (i) Preparing the form of the Bonds, and supervising their production, authentication and delivery;

- (j) Rendering the final approving opinion as to the validity of the Bonds for use and distribution upon their issuance;
- (k) Rendering a legal opinion to the underwriter or purchaser of the Bonds as to the applicability of the registration requirements of federal securities laws; and
- (l) Delivering a letter to the underwriter or purchaser of the Bonds to the effect that the portions of the Official Statement referenced in (c) above are a fair and accurate summary of the information presented therein.

B. Special Services.

“Special Services” are defined for purposes of this Agreement as services in addition to the services outlined in Section A above. Special Services will include, but not be limited to, any work after a bond closing related to the amendment of the financing documents or agreements; and special studies or analyses. Special Services must be authorized in writing by the Superintendent or the Assistant Superintendent, Business, or their designee.

2. COMPENSATION

The District agrees to pay Bond Counsel the following amounts as compensation for services rendered by Bond Counsel under this Agreement:

- A. For the services to be rendered under Section 1 of this Agreement relating to the issuance of the Bonds, it is agreed that Bond Counsel will be paid a fee of \$30,000; provided that such payments to Bond Counsel shall be contingent on the successful sale of Bonds and shall be payable only from proceeds of the Bonds.
- B. In the event Bond Counsel is requested to perform Special Services as set forth in Section 1B above, Bond Counsel will be paid fees at the hourly rates set forth in Exhibit A or in such other manner as is mutually acceptable to the District and Bond Counsel. Such fees will be billed monthly and shall be payable within thirty (30) days following the receipt of each invoice.
- C. In addition to the fees set forth in paragraphs A and B above, Bond Counsel shall be reimbursed for the actual cost of any out-of-pocket expenses reasonably incurred by Bond Counsel, such as document reproduction, telecommunications charges, printing costs, filing fees, long-distance telephone calls, messenger services, overnight delivery services, travel and similar items of expense; provided, however, that the expenses to be billed for the services to be rendered under Section 1 of this Agreement shall not exceed \$1,500.

3. PERSONNEL AND CONTRACT ADMINISTRATION

District agrees to accept and Bond Counsel agrees to provide the aforementioned services primarily through Robert J. Whalen, Carol L. Lew and Reed T.C. Glycer. If any of the above attorneys is unable to provide such services due to death, disability or similar event, Bond Counsel reserves the right to substitute another of its attorneys, upon approval by the Superintendent or his designee, to provide such services; and such substitution shall not alter or affect in any way Bond Counsel's or the District's other obligations under this Agreement.

This Agreement will be administered by the Superintendent, or her designee.

4. CONFLICTS OF INTEREST

Bond Counsel represents various underwriters of municipal bonds from time to time on matters not related to the Bonds, and the District hereby provides its informed written consent to Bond Counsel's representation of the underwriter of the Bonds on matters not involving the Bonds or the District.

5. TERMINATION

- A. This Agreement may be terminated, without cause, by the District or Bond Counsel upon thirty (30) days' advance written notice to the other party. Such notification shall state the effective date of the termination of this Agreement.
- B. Bond Counsel reserves the absolute right to withdraw from representing the District if, among other things, the District fails to honor the terms of this Agreement, the District fails to cooperate fully or follow our advice on a material matter, or any fact or circumstance occurs that would, in Bond Counsel's view, render our continuing representation unlawful or unethical. If Bond Counsel elects to withdraw, the District will take all steps necessary to free Bond Counsel of any obligation to perform further services, including the execution of any documents necessary to complete such withdrawal, and Bond Counsel will be entitled to be paid at the time of withdrawal for all services rendered and costs and expenses paid or incurred on the District's behalf in accordance with the payment terms set forth in Paragraph 2 above. If necessary in connection with litigation, Bond Counsel would request leave of court to withdraw.
- C. Bond Counsel's representation of the District under this Agreement will be considered terminated at the earlier of (i) the District's termination of our representation, (ii) Bond Counsel's withdrawal from our representation of the District, or (iii) the substantial completion by Bond Counsel of its substantive work for the District. Unless Bond Counsel has been specifically engaged to perform Special Services related to the Bonds after their issuance, Bond Counsel's representation of District with respect to the Bonds shall terminate on the date of issuance.

6. ARBITRATION

IN THE EVENT OF A DISPUTE REGARDING FEES, COSTS, OR ANY OTHER MATTER ARISING OUT OF OR RELATED IN ANY WAY WHATSOEVER TO BOND COUNSEL'S RELATIONSHIP WITH THE DISTRICT, OR BOND COUNSEL'S OR THE DISTRICT'S PERFORMANCE OF THIS AGREEMENT, INCLUDING THE QUALITY OF THE SERVICES WHICH BOND COUNSEL RENDERS, THE DISPUTE SHALL BE DETERMINED, SETTLED AND RESOLVED BY CONFIDENTIAL ARBITRATION IN THE COUNTY OF ORANGE, CALIFORNIA. ANY AWARD SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE PARTIES, AND A JUDGMENT RENDERED THEREON MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

Arbitration may be demanded by the sending of written notice to the other party. If arbitration is demanded, within 20 days of the demand the District shall present a list of five qualified individuals who would be willing to serve that the District would find acceptable to act as arbitrator. To serve as arbitrator, the individual must be a retired judge having served on any federal court or the California Superior Court or higher court in the State of California. Within 20 days of receiving the District's list, Bond Counsel may at its sole discretion (i) select any individual from that list and that individual shall serve as the arbitrator, or (ii) propose its own list of five individuals for arbitrator. If Bond Counsel chooses to present a separate list, the District may within 20 days select any individual from that list and that person shall serve as arbitrator. If no arbitrator can be agreed upon at the end of this process, the District and Bond Counsel each shall select one individual from its own list and those two persons shall jointly select the arbitrator. The arbitration shall be conducted pursuant to the procedures set forth in the California Code of Civil Procedure §§ 1280 et seq., and in that connection you and we agree that § 1283.05 thereof is applicable to any such arbitration. Nothing herein shall limit the right of the parties to stipulate and agree to conduct the arbitration pursuant to the then-current rules of the American Arbitration Association, the Judicial Arbitration & Mediation Services, or any other agreed-upon arbitration services provider.

7. MISCELLANEOUS

- A. Bond Counsel and the employees of Bond Counsel, in performance of the Agreement, shall act in an independent capacity and not as officers or agents of the District.
- B. Without the written consent of the District, this Agreement is not assignable by Bond Counsel in whole or in part.
- C. No alteration or variation of the terms of this Agreement shall be valid unless in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- D. Bond Counsel does not and cannot guarantee any outcome in a matter.
- E. In the event of any dispute that relates to our entitlement to any payment hereunder, all undisputed amounts shall be paid by the District

- F. In accordance with the requirements of California Business and Professions Code § 6148, Bond Counsel advises you that the firm maintains professional errors and omissions insurance coverage applicable to the services to be rendered to the District.

ANAHEIM UNION HIGH SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California

By: _____
Assistant Superintendent, Business

STRADLING YOCCA CARLSON & RAUTH
a Professional Corporation

By: _____
Robert J. Whalen

EXHIBIT A

Shareholders	\$490
Associates	\$290
Paralegals	\$130

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT
OF ORANGE COUNTY, CALIFORNIA**

Reduction in Force – Classified Personnel

Resolution No. 2012/13–HR-03

September 20, 2012

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

WHEREAS economic conditions at the state and national levels will have a significant and adverse impact on revenues and finances of the Anaheim Union High School District; and

WHEREAS such conditions have required the California State Legislature to enact significant reductions in District revenue for the 2012-2013 academic year, which followed similarly adverse reductions that were implemented in the 2008-2009, 2009-2010, 2010-2011, and 2011-2012 academic years; and

WHEREAS the Board of Trustees of the District has an affirmative responsibility to protect the fiscal solvency of the District while continuing to provide an education and important services to the students and community of the District; and

WHEREAS the Board of Trustees of the District seeks to reduce expenses while continuing to provide the highest quality of instruction with reductions occurring, as much as possible, first in administration, next in ancillary and pupil services, and lastly in the classroom; and

WHEREAS The Board of Trustees of the District resolves not to fill the identified classified positions that are vacant and unfilled and that it may be necessary by reason of the above conditions to have these vacant classified positions remain unfilled through the 2012–2013 school year; and

WHEREAS it is the opinion of the Board of Trustees that it may be necessary by reason of the above conditions to decrease a number of classified services in the District effective November 9, 2012, in accordance with Education Code Sections 45117 and 45308 as described below:

Classification	Number of Positions	Hours/Months
Athletic Facility Worker II (Male)	1*	8hr/12m
HVAC Technician	1	8hr/12m
Instructional Assistant – Specialized Academic Instruction	8*	5.75hr/9m
Maintenance – Carpenter	1	8hr/12m
Warehouse Worker	1*	8hr/12m

*Vacant Positions

NOW, THEREFORE, BE IT RESOLVED that an actual and existing inability to pay all of the salaries and benefits of classified staff exists within the Anaheim Union High School District; and

BE IT FURTHER RESOLVED that as of November 9, 2012, it will be necessary to discontinue classified positions to the extent set forth above; and

BE IT FURTHER RESOLVED that the Board will lay off classified employees from each division as equally as possible with the least senior employees being laid off first, in order of employment. Each of the selected employees will be placed on a rehire list, for first priority in rehiring in the event that funds become available; and

BE IT FURTHER RESOLVED that the superintendent shall cause to be created a list of all of the District's classified employees in order of their seniority, as described by applicable provisions of the Education Code and any other applicable provisions of law; and

BE IT FURTHER RESOLVED that the superintendent, or her designated representative, is directed to send appropriate notices to all employees whose positions shall be affected by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon any employee in addition to those specifically granted to such persons by statute.

The foregoing resolution was passed and adopted at the special meeting of the Board of Trustees, on September 20, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Elizabeth I. Novack, Superintendent of the Anaheim Union High School District, 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 at the regular meeting thereof held on the 20th day of September 2012, 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 20th day of September, 2012.

Elizabeth I. Novack, Ph.D.
Superintendent and Secretary to the
Board of Trustees

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

REINSTATEMENT OF CLASSIFIED POSITIONS (CATEGORICAL)

RESOLUTION NO. 2012/13-HR-05

September 20, 2012

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

WHEREAS, the District has made a commitment to reinstate classified positions from the 2011-2012 Reduction in Force (Categorical), 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:

Classification	Number of Positions	Hours/Months
School Community Liaison-Bilingual	1	3.75hr/10m
Translator	1	8hr/9m

NOW, THEREFORE, BE IT RESOLVED that these classified positions shall be reinstated to the extent set forth above, effective September 24, 2012.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on September 20, 2012 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Elizabeth Novack, Superintendent of the Anaheim Union High School District, 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 20th day of September 2012, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of September 2012.

Elizabeth Novack, Ph.D.
Superintendent and Secretary to the Board of Trustees

ADDENDUM to
Memorandum of Understanding between
University of Southern California, School of Social Work
&

USC School of Social Work Teaching Institution: Definition, Clarification of Terms and Relationship

The USC School of Social Work (herein referred to as “The School”) is engaged in pioneering efforts to build the science of social work through research, the development and implementation of evidence based interventions and the assessment of intervention outcomes. The School is also interested in building more permanent and progressive career relationships between USC University faculty and agency staff and organizations with which we have long term agreements. It is our hope that a redefined connection would build a continuous exchange of ideas between the scientific social work community and the world of practice. In this context, the *Teaching Institution* represents a new paradigm within Field Education that aligns student learning, agency development, university research, and teaching at all levels.

Operationally, the *Teaching Institution* signifies a conceptual shift from the individual “apprentice model” of student learning. In the traditional approach to the field placement/practicum, the student immerses himself/herself in the agency culture and is taught how “things are done”, i.e., the established modes of practice and procedures. An agency which agrees to become a *Teaching Institution* enters a redefined relationship with the USC School of Social Work.

At the highest levels of agency administration and the Dean of the School of Social Work, both parties agree to the following:

- 1) The School and the organization will maintain a shared, mutual responsibility and commitment to learning that is multi-directional for student interns, professional staff, and university faculty. Agency staffs who lead *Teaching Institution* internship placements will be given adjunct faculty appointments in the School of Social Work. University faculty may be granted space for teaching courses at the site of the institution.
- 2) The School and the Institution will maintain a shared vision and commitment to the advancement of research and evaluation, advancing the Institution’s mission and work to infuse the science of social work into agency practice and procedures. This will be accomplished through training students, field instructors and staff together in evidence based practices, fidelity in implementation efforts as well as outcome evaluation. Faculty of the School may be granted space for sabbatical leave or to engage in joint School/*Teaching Institution* research projects; staff from *Teaching Institutions* will be invited to take education leave or other opportunities for joining scholarly activities at the School.

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

EXHIBIT E

Schools and Local Public Safety Protection Act (Proposition 30)

RESOLUTION NO. 2012/13-BOT-01

WHEREAS, the Anaheim Union High School District is committed to supporting educational policies and legislation that maximize educational opportunities for all children regardless of race and ethnicity; and

WHEREAS, since the onset of the state's fiscal crisis in 2008, public schools statewide have experienced unprecedented funding reductions and apportionment deferrals totaling more than \$20 billion; and

WHEREAS, California public schools now rank 47th out of the 50 states in per-pupil spending. Moreover, due to decreasing revenue from the state, public schools have been forced to lay off more than 40,000 educators since 2008, impacting the quality of education provided each day to students statewide; and

WHEREAS, the 2012-13 state budget is predicated on voter approval in November 2012 of the Schools and Local Public Safety Protection Act (Prop 30), without which schools will receive additional mid-year funding reductions that will result in additional cuts in services and programs to students; and

WHEREAS, Prop 30 is an important funding measure that will help restore student programs and services and will direct billions of needed funds to K-12 education and provide a short-term funding solution; and

WHEREAS, the California School Boards Association (CSBA), representing nearly 1,000 school district governing boards and regional educational agencies, supports the passage of Proposition 30 (Schools and Local Public Safety Protection Act); and

BE IT RESOLVED that the Anaheim Union High School District joins CSBA in supporting both funding measures and proudly joins the **Stand Up For Education** campaign to urge the Legislature to work with CSBA, Anaheim Union High School District Board of Trustees, and other education leaders to identify long-term adequate funding solutions for public schools; and

BE IT FURTHER RESOLVED, that this body, the Anaheim Union High School District, supports the passage of Proposition 30 because it provides billions of dollars of needed revenue to public schools.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approves Proposition 30.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on September 20, 2012, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Elizabeth I. Novack, Superintendent of the Anaheim Union High School District, 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 20th day of September 2012, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of September 2012.

Elizabeth I. Novack, Ph.D.
 Superintendent and
 Secretary to the Board of Trustees

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
Our Children, Our Future, (Proposition 38)**

RESOLUTION NO. 2012/13-BOT-02

WHEREAS, the Anaheim Union School District has sustained five (5) years of drastic budget cuts, to such an extent that the mission of the school district is in peril; and

WHEREAS, California ranks 47th out of 50 states in per-pupil education spending; and

WHEREAS, over the past three (3) years, public school budgets have been cut by more than \$20 billion statewide; and

WHEREAS, California has laid off over 40,000 educators; and

WHEREAS, Proposition 38 would provide an average of over \$10 billion a year directly to California public schools and early childhood education programs for the next twelve (12) years; and

WHEREAS, the California School Boards Association (CSBA), representing nearly 1,000 school district governing boards and regional educational agencies, supports the passage of Proposition 38.

WHEREAS, Proposition 38 K-12 funds will come to all school districts, earmarked for each of the district's schools, according to an enforceable and transparent per pupil formula that ensures every child at every school will benefit; and

WHEREAS, Proposition 38 provides that the use of K-12 funds will be determined not by Sacramento, but solely by the school district and individual school communities; and

WHEREAS, Proposition 38 would enable schools to reduce class sizes and restore programs in art, music, PE, science, technology, engineering, math, career and technical education, and college preparation; and

WHEREAS, Proposition 38 would involve parents, educators, and community members at each school site in decisions about how to spend the new funds; and

WHEREAS, Proposition 38 would require school site budgets that publicly explain how funds are spent and whether students outcomes are improved for each school; and

WHEREAS, Proposition 38 would set aside critical funding and raise standards for early childhood development and education programs to prepare kids for school and life; and

WHEREAS, Proposition 38 would, during its first four (4) years of operation, reimburse the state’s General Fund for school bond debt by \$3 billion per year; and

WHEREAS, Proposition 38 would reduce the state’s education debt to help close the state’s deficit and protect our schools from further state budget cuts; now therefore be it

RESOLVED that the Anaheim Union High School District supports **Proposition 38** to protect California’s future and the future of students and families across the state.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approves the Proposition 38 Our Children, Our Future.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on September 20, 2012, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Elizabeth I. Novack, Superintendent of the Anaheim Union High School District, 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 20th day of September 2012, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of September 2012.

Elizabeth I. Novack, Ph.D.
Superintendent and
Secretary to the Board of Trustees



**CSBA Board of Directors
2012 Director-at-Large Nominations & Elections FAQ**

What are the required meetings?

- Five CSBA Board of Directors meetings, which are typically held on weekends in January, late March/early April, May (Friday), September, and November (Tuesday)
- Two Delegate Assembly meetings (May and November/December)

What is the term for Directors-at-Large? Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

Who can run for Directors-at-Large, Asian/Pacific Islander and Hispanic? Any member of a district or county office of education board that is a member of CSBA.

Who can nominate the Directors-at-Large, Asian/Pacific Islander and Hispanic? Any district board or county office of education whose board is a member of CSBA.

What does a valid nomination consist of?

- 1) A completed, signed nomination form due Friday, September 28.
- 2) Two letters of recommendation (one page, single-sided, due Friday, September 28) from:
 - a) Member boards (*A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."*)
 - b) Individual board members from a member districts or COEs
 - c) A board member organization
- 3) A completed candidate's form from the nominee is due Friday, October 5.

Can the same board that nominates also submit a letter of recommendation? Yes.

When are the nomination forms and two letters of recommendations due? The U.S. Postal Service postmark or fax deadline is Friday, September 28, 2012.

Where do I return completed nomination and biographical sketch forms?

California School Boards Association, 3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660
Fax: (916) 669-3305 or (916) 371-3407

When and where are the elections held? The elections will take place November 28 – 29 at CSBA's Delegate Assembly meeting at the San Francisco Westin St. Francis hotel.

Who is the current CSBA Director-at-Large Asian/Pacific Islander? Audrey Yamagata-Noji (Santa Ana USD)

Who is the current CSBA Director-at-Large Hispanic? Susan Heredia (Natomas USD)

For additional information, please contact Leadership Services staff at (800) 266-3382.

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ANAHEIM BAND INSTRUME	V6400251	4310	716.21	716.21	00105854V6408656 1521 64 6435697321856212
APPLE INC	V6400319	4410	2,801.45	2,801.45	00105855
BEACON DAY SCHOOL	V6409269	5860	10,783.57	10,783.57	00105856
BEST CONTRACTING SERV	V6409909	5610	1,753.00	1,753.00	00105857
CITY OF ANAHEIM	V6400957	5520 5530 5580	27,983.70 15,312.51 6,270.09	49,566.30	00105858
DUNN EDWARDS PAINTS	V6401448	4355	1,576.78	1,576.78	00105859
ECONOMY RENTALS INC	V6401478	5620	433.74	433.74	00105860
FOLLETT EDUCATIONAL S	V6401724	4150	18,238.59	18,238.59	00105861
GUNTHERS ATHLETIC SER	V6401962	4310 5630	14,853.34 2,456.86	17,310.20	00105862
HOME DEPOT	V6405234	4347 4355	66.22 1,371.94	1,438.16	00105863
HOTSY EQUIPMENT CO.	V6402080	4347	93.58	93.58	00105864
HOWARD INDUSTRIES	V6402088	4347	285.34	285.34	00105865
IMAGE APPAREL FOR BUS	V6402628	4345	1,537.77	1,537.77	00105866
IMPERIAL PRODUCTS INC	V6402137	4347 4355	55.23 248.63	303.86	00105867
INTERLIGHT	V6410996	4320	32.53	32.53	00105868
JACKSONS A S BREA	V6406346	4347	536.18	536.18	00105869
JART DIRECT MAIL SERV	V6402271	4320	775.36	775.36	00105870
JEYCO PRODUCTS INC	V6402332	9320	1,071.89	1,071.89	00105871
JOSTENS	V6402437	4310	31.59	31.59	00105872
K LOG	V6402486	4320	593.00	1,808.00	00105873

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4410	1,215.00		
KNORR SYSTEMS	V6402610	5610	788.88	788.88	00105874
P AND R PRIME WORK	V6410613	5610	12,800.00	12,800.00	00105875
*** CHECK GAP ***					
APPLE INC	V6400319	4310 4410	60.00 6,238.73	6,298.73	00105878
CALIFORNIA DEPT. OF J	V6400689	5880	1,134.00	1,134.00	00105879
CARSON SUPPLY CO	V6400788	4347	937.46	937.46	00105880
CART MAN INC, THE	V6404668	5610	1,772.26	1,772.26	00105881
CLARK SECURITY PRODUC	V6400966	4355	36.89	36.89	00105882
DUNN EDWARDS PAINTS	V6401448	4355	664.16	664.16	00105883
EDUCATORS FOR SOCIAL	V6405825	4310	2,131.80	2,131.80	00105884
GIANNELLI ELECTRIC IN	V6401857	5610	749.47	749.47	00105885
HP DIRECT	V6408671	4410 6490	16,852.23 22,397.08	39,249.31	00105886
LARGE PRINT MEDIA INC	V6410538	4150	5,028.53	5,028.53	00105887
LETTER PERFECT SIGNS	V6402726	4355	297.93	297.93	00105888
LINCOLN EQUIPMENT INC	V6402750	4347	1,454.79	1,454.79	00105889
M AND M MASONRY CONST	V6410094	5610	14,750.00	14,750.00	00105890
MEDCO SPORTS MEDICINE	V6405872	4320	1,316.60	1,316.60	00105891
MONJARAS AND WISMAYER	V6410873	5810	1,661.00	1,661.00	00105892
WELCH, KAREN	V6409028	5210	500.00	500.00	00105893
WOOLDRIDGE, BRAD	V6410830	5210	700.00	700.00	00105894

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
A Z PARTS SALES	V6409623	4376	488.73	488.73	00105896
AAA ELECTRIC MOTOR SA	V6400033	4347	448.57	448.57	00105897
ACOUSTICAL MATERIAL S	V6400070	4355	155.17	155.17	00105898
BUSWEST LLC	V6407892	4376 4385	163.96 175.14	339.10	00105899
C AND H DISTRIBUTORS	V6406316	4310	1,049.33	1,049.33	00105900
CALIFORNIA INTERSCHOL	V6400699	5310 5880	1,381.59 2,025.45	3,407.04	00105901
CEMEX	V6404364	5610	779.65	779.65	00105902
CENGAGE LEARNING	V6404723	4310	886.09	886.09	00105903
CITY OF ANAHEIM	V6400957	5520 5530 5580	54,222.59 3,177.91 1,731.55	59,132.05	00105904
CRYSTAL GLASS AND MIR	V6401153	4355	267.61	267.61	00105905
DECKER EQUIPMENT	V6401302	4347	269.34	269.34	00105906
DRAKE SUPPLY COMPANY	V6406285	4385	68.64	68.64	00105907
ENG, SITTY	V6410854	5210	1,312.23	1,312.23	00105908
FLEET SERVICES INC	V6405625	4370 4376 4385 5610	574.62 3,741.12 -692.62 199.48	3,822.60	00105909
H AND H AUTO PARTS WH	V6401967	4370 4376 4385	298.42 101.91 16.31	416.64	00105910
JACKSONS A S BREX	V6406346	4347 4370 4376	185.40 2,033.60 98.44	3,290.31	00105911

*** CHECK GAP ***

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4385	972.87		
NAVIANCE INC.	V6409209	5880	5,965.15	5,965.15	00105912
UNIVERSAL ASPHALT	V6404860	5610	16,157.59	16,157.59	00105913
			*** CHECK GAP ***		
A1 TRANSMISSION SERVI	V6400030	4370 5610	1,555.04 950.00	2,505.04	00105916
ACORN MEDIA	V6400068	9320	1,325.33	1,325.33	00105917
BROOKS INSTALLATIONS	V6403919	5610	1,395.00	1,395.00	00105918
CENTRAL PLUMBING CO.	V6410859	5610	1,310.00	1,310.00	00105919
CITY OF ANAHEIM	V6400957	5520 5530 5580	11,450.37 12,077.09 6,300.81	29,828.27	00105920
CITY OF ANAHEIM	V6400957	5880	7,171.00	7,171.00	00105921
CLAIM RETENTION SERVI	V6408940	5810	416.00	416.00	00105922
COCO PRINTING AND GRA	V6410045	4320	4,138.14	4,138.14	00105923
COMMERCIAL AQUATIC SE	V6411131	4355	534.33	534.33	00105924
D. HAUPTMAN CO. INC.	V6405405	9320	1,562.38	1,562.38	00105925
DHK PLUMBING AND PIPI	V6409955	5610	2,427.36	2,427.36	00105926
ECONOMY RENTALS INC	V6401478	5620	93.71	93.71	00105927
FERGUSON ENTERPRISES	V6409823	4355	5.39	5.39	00105928
FISHER SCIENCE EDUCAT	V6401697	4310	36.99	36.99	00105929
FOLLETT EDUCATIONAL S	V6401724	4110 4150	1,945.70 62,576.18	64,521.88	00105930
GANAHL LUMBER CO	V6401804	4355	372.42	372.42	00105931

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GLASBY MAINTENANCE SU	V6401863	4347	144.18	144.18	00105932
GRAINGER	V6404982	4355	243.77	243.77	00105933
GRAYBAR ELECTRIC COMP	V6401918	4355	25.48	25.48	00105934
HERITAGE SCHOOL	V6402041	5860	5,145.00	5,145.00	00105935
*** VOID CONTINUE *** VOID.CONTINU					
HOME DEPOT	V6405234	4347 4355	59.20 4,446.20	4,505.40	00105937
HOUGHTON MIFFLIN COMP	V6402084	4150 4310	11,696.57 281.50	11,978.07	00105938
HP DIRECT	V6408671	4410	4,605.91	4,605.91	00105939
IMAGE APPAREL FOR BUS	V6402628	4345	637.00	637.00	00105940
INCLUSIVE EDUCATION A	V6410158	5860	1,670.00	1,670.00	00105941
LA HABRA FENCE CO INC	V6409707	5610	3,585.00	3,585.00	00105942
LEONARD CHAIDEZ TREE	V6402714	5610	2,475.00	2,475.00	00105943
LIGHTSPEED TECHNOLOGI	V6409682	4410	3,577.63	3,577.63	00105944
MONARCH TEACHING TECH	V6411130	5880	26,970.00	26,970.00	00105945
ORANGE LEAGUE, THE	V6404680	5310	1,550.00	1,550.00	00105946
PITNEY BOWES	V6403677	5910	8,663.17	8,663.17	00105947
UNITED PARCEL SERVICE	V6408429	5910	167.68	167.68	00105948
YALE CHASE MATERIALS	V6407574	5610	249.07	249.07	00105949
*** CHECK GAP ***					
ANAHEIM HIGH SCHOOL	V6400260	8699	283.07	283.07	00105952
APPLE INC	V6400319	4310	546.69	546.69	00105953

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt.	CK #
*** VOID CONTINUE *** VOID.CONTINU			0.00	0.00	00105954
AT AND T MCI	V6406157	5918	5,883.33	5,883.33	00105955
BALL JR HIGH SCHOOL	V6400433	8699	150.88	150.88	00105956
BOBCAT OF CERRITOS IN	V6410676	5610	487.39	487.39	00105957
BROOKHURST JUNIOR HIG	V6400602	8699	178.76	178.76	00105958
CITY OF ANAHEIM	V6400957	5520 5530 5580	26,960.53 7,734.86 2,982.59	37,677.98	00105959
COMMERCIAL AQUATIC SE	V6411131	4355	1,011.14	1,011.14	00105960
CULVER NEWLIN INC	V6401188	4310	8,819.34	8,819.34	00105961
CYPRESS HS ASB	V6405640	8699	117.15	117.15	00105962
DALE JUNIOR HIGH ASB	V6405581	8699	28.29	28.29	00105963
KATELLA HIGH SCHOOL	V6402515	8699	407.27	407.27	00105964
KENNEDY HIGH SCHOOL	V6402571	8699	26.41	26.41	00105965
LEXINGTON JUNIOR HIGH	V6402729	8699	203.27	203.27	00105966
LOARA ASB	V6402803	8699	119.93	119.93	00105967
MAGNOLIA HIGH SCHOOL	V6402920	8699	165.95	165.95	00105968
ORANGEVIEW JR HIGH SC	V6403468	8699	41.96	41.96	00105969
OXFORD ACADEMY	V6403485	8699	29.21	29.21	00105970
SAVANNA HIGH SCHOOL	V6404130	8699	385.37	385.37	00105971
SOUTH JR.H.S. ASB	V6404362	8699	130.36	130.36	00105972
WALKER JR HIGH SCHOOL	V6404990	8699	33.73	33.73	00105973
WESTERN HIGH SCHOOL A	V6405044	8699	76.58	76.58	00105974

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AAA ELECTRIC MOTOR SA	V6400033	4347	1,085.80	1,085.80	00105975
ALVARADO PAINTING, A	V6406348	5610	750.00	750.00	00105976
ARCMATE MANUFACTURING	V6410685	9320	1,319.90	1,319.90	00105977
AT AND T MCI	V6406157	5918	14.92	14.92	00105978
B AND K ELECTRIC WHOL	V6400623	4355	1,279.96	1,279.96	00105979
BAVCO	V6407678	4355	1,313.59	1,313.59	00105980
BILLINGS, JANICE	V6402265	3701	1,198.80	1,198.80	00105981
C2 REPROGRAPHICS	V6408990	6274	214.91	214.91	00105982
CARSON SUPPLY CO	V6400788	4347	1,105.31	1,105.31	00105983
CENTRAL PLUMBING CO.	V6410859	5610	1,355.00	1,355.00	00105984
CITY OF ANAHEIM	V6400957	5520 5530	41,283.84 28.95	41,312.79	00105985
CODESP	V6401009	5310	1,850.00	1,850.00	00105986
DOVE, AUDREY	V6400398	3408	993.98	993.98	00105987
DUNN EDWARDS PAINTS	V6401448	4355	140.42	140.42	00105988
ECONOMY RENTALS INC	V6401478	5620	911.73	911.73	00105989
ESCOE, BARRY	V6400453	3701	630.30	630.30	00105990
EXPRESS PIPE AND SUPP	V6401644	4355	233.49	233.49	00105991
FERGUSON ENTERPRISES	V6409823	4355	1,786.63	1,786.63	00105992
FOLLETT EDUCATIONAL S	V6401724	4150	53,470.52	53,470.52	00105993
GANAHL LUMBER CO	V6401804	4310 4355	11.84 2,045.96	2,057.80	00105994
GLASBY MAINTENANCE SU	V6401863	4347 9320	48.98 1,498.89	1,547.87	00105995

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GRAINGER	V6404982	4355	174.87	174.87	00105996
GRAYBAR ELECTRIC COMP	V6401918	4320	1,893.58	1,893.58	00105997
GUNTHERS ATHLETIC SER	V6401962	4310	14,492.38	14,492.38	00105998
HOUGHTON MIFFLIN COMP	V6402084	4150	29,519.64	29,519.64	00105999
HOWARD INDUSTRIES	V6402088	4347	87.73	87.73	00106000
HP DIRECT	V6408671	5610 5880	9,626.40 147,199.82	156,826.22	00106001
JEYCO PRODUCTS INC	V6402332	4375	3,031.02	3,031.02	00106002
MIKE BROWN GRANDSTAND	V6403133	5620	20,500.00	20,500.00	00106003
MOBILE INDUSTRIAL SUP	V6407890	4375 4385	96.01 56.00	152.01	00106004
MONTGOMERY HARDWARE C	V6405624	4355	41.30	41.30	00106005
MOORE, CLAUDE	V6409804	5210	811.19	811.19	00106006
OFFICE DEPOT	V6403421	4320 9320	77.32 2,004.67	2,081.99	00106007
ORANGE COUNTY CIRCUIT	V6409403	4355	21.55	21.55	00106008
ORANGE COUNTY FIRE PR	V6403457	4355	1,900.71	1,900.71	00106009
SHELTON, MIKE	V6403136	3701	839.40	839.40	00106010
STEINLE, CHARLES	V6410113	3701	599.40	599.40	00106011
U S BANK	V6406511	4310 4320 5880	161.10 364.52 2,501.73	3,027.35	00106012
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4347	5.99	5.99	00106014
B AND H PHOTO VIDEO I	V6400422	4410	692.00	692.00	00106015

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
B AND K ELECTRIC WHOL	V6400623	4355	402.38	402.38	00106016
B AND M LAWN AND GARD	V6400423	4347	702.10	702.10	00106017
CALIFORNIA INTERSCHOL	V6400699	5310	1,212.12	1,212.12	00106018
COMMUNICATIONS CENTER	V6401037	5610	349.88	349.88	00106019
CPR SAVERS FIRST AID	V6408289	4320	488.90	488.90	00106020
DFS FLOORING	V6411132	5610	550.00	550.00	00106021
EBERHARD EQUIPMENT	V6405532	4347 5620	704.07 516.12	1,220.19	00106022
EUROSPORT	V6405573	4310	164.07	164.07	00106023
GLENN, JERRY	V6402322	3701	599.40	599.40	00106024
GREATER ANAHEIM SELPA	V6401927	8311 9510	40,208.30 299,773.56	339,981.86	00106025
HAUGEN, CRAIG	V6401122	3701	839.40	839.40	00106026
*** VOID CONTINUE *** VOID.CONTINU			0.00	0.00	00106027
HOME DEPOT	V6405234	4347 4355	255.86 2,204.40	2,460.26	00106028
IMAGE APPAREL FOR BUS	V6402628	4345	111.43	111.43	00106029
IMPERIAL PRODUCTS INC	V6402137	4355	1,645.10	1,645.10	00106030
K 12 SPECIALTIES INC	V6407667	4347	582.66	582.66	00106031
KILMER WAGNER AND WIS	V6402592	9320	609.09	609.09	00106032
LARNER, JOHN	V6402395	3701	486.00	486.00	00106033
MC FADDEN DALE HARDWA	V6403056	4347 4355	655.54 1,249.81	1,905.35	00106034
MC GRAW HILL COMPANIE	V6403059	4150	12,124.67	12,124.67	00106035

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MISSION LINEN SUPPLY	V6411115	4388	84.66	84.66	00106036
MONTENEGRO, ROBERT	V6403968	3701	559.60	559.60	00106037
ORANGE COUNTY FIRE PR	V6403457	5610	638.19	638.19	00106038
PARKHOUSE TIRE INC	V6403547	4376	808.13	808.13	00106039
PEARSON EDUCATION	V6403609	4150	6,671.91	6,671.91	00106040
PEARSON EDUCATION	V6403609	4150	19,378.56	19,378.56	00106041
PENNER PARTITIONS INC	V6403625	4355	317.33	317.33	00106042
PLUMEMASTER	V6403694	9320	181.06	181.06	00106043
POOL SUPPLY OF ORANGE	V6403700	4347	1,036.94	1,036.94	00106044
PRAXAIR	V6403719	4355	84.86	84.86	00106045
PRO LINE GYM FLOORS I	V6411031	5610	1,550.00	1,550.00	00106046
PYRAMID MEDIA	V6403797	4310	112.36	112.36	00106047
RAYVERN LIGHTING SUPP	V6409867	9320	4,024.53	4,024.53	00106048
RED ROCK CANYON SCHOO	V6410336	5860	250.00	250.00	00106049
REFRIGERATION SUPPLIE	V6403873	4347	1,898.79	1,898.79	00106050
RELIABLE OFFICE SUPPL	V6403890	4320	342.30	342.30	00106051
RIDDELL ALL AMERICAN	V6403939	5630	3,681.82	3,681.82	00106052
ROSEBURROUGH TOOL CO.	V6404014	4355	1,412.87	1,412.87	00106053
RUSSELL SIGLER INC.	V6410420	4347	1,356.05	1,356.05	00106054
SOUTHERN CALIFORNIA E	V6404370	5520	117,328.87	117,328.87	00106055
U S BANK	V6406908	5880	825.00	825.00	00106056

*** CHECK GAP ***

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AAA ELECTRIC MOTOR SA	V6400033	4347	1,385.22	1,385.22	00106059
AERIES SOFTWARE INC.	V6409157	5810	2,708.67	2,708.67	00106060
ART SUPPLY WAREHOUSE	V6400350	4310	376.47	376.47	00106061
AXLE TRANSMISSION XCH	V6405352	4376	1,866.67	1,866.67	00106062
BEST BEST AND KRIEGER	V6400491	5821	4,348.70	4,348.70	00106063
BIOMETRICS4ALL INC	V6409224	5880	77.25	77.25	00106064
BUSWEST LLC	V6407892	4376 4385	180.12 57.31	237.43	00106065
CRYSTAL GLASS AND MIR	V6401153	4375	2,241.20	2,241.20	00106066
DAY WIRELESS SYSTEMS	V6410025	4320	642.24	642.24	00106067
DRAKE SUPPLY COMPANY	V6406285	4385	151.60	151.60	00106068
DUNN EDWARDS PAINTS	V6401448	4347 4355	576.77 1,232.09	1,808.86	00106069
FLEET SERVICES INC	V6405625	4376 4385	660.43 50.17	710.60	00106070
GAIL MATERIALS	V6401793	4347	274.63	274.63	00106071
H AND H AUTO PARTS WH	V6401967	4370 4385	304.57 120.38	424.95	00106072
HARCOURT OUTLINES	V6406799	4310	199.87	199.87	00106073
JACKSONS A S BREA	V6406346	4370 4375 4376 4385 4387	656.56 264.59 149.18 1,101.27 107.74	2,279.34	00106074
JEYCO PRODUCTS INC	V6402332	4375	525.72	525.72	00106075
KNORR SYSTEMS	V6402610	4347	7,375.10	7,375.10	00106076

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MC COY MILLS FORD	V6411093	5610	2,188.36	2,188.36	00106077
MC GRAW HILL COMPANIE	V6403059	4150	8,051.51	8,051.51	00106078
MISSION LINEN SUPPLY	V6411115	4388	169.32	169.32	00106079
MONTGOMERY HARDWARE C	V6405624	4355 6126	3,666.86 4,551.36	8,218.22	00106080
OCDE	V6403452	5210 5810	1,400.00 919.20	2,319.20	00106081
OFFICE DEPOT	V6403421	9320	8,059.94	8,059.94	00106082
ONE STOP PARTS SOURCE	V6406259	4370	584.87	584.87	00106083
ORANGE COUNTY BEARING	V6409966	4347	120.68	120.68	00106084
PACIFIC COAST SPEECH	V6410543	5805	6,150.00	6,150.00	00106085
PIONEER CHEMICAL CO	V6403672	9320	3,235.86	3,235.86	00106086
T. DAVIS AND ASSOCIAT	V6410605	5810	6,416.67	6,416.67	00106087
WALKER JR HIGH SCHOOL	V6404990	8699	33.73	33.73	00106088
*** CHECK GAP ***					
H AND E EQUIPMENT SER	V6409994	5610	2,436.42	2,436.42	00106092
J AND A FENCE	V6409989	5610	4,900.00	4,900.00	00106093
JUBANY NAC ARCHITECTU	V6409796	5810	42,988.43	42,988.43	00106094
KONICA MINOLTA BUSINE	V6403156	5620	8,161.60	8,161.60	00106095
NIC PARTNERS	V6411117	6490	31,630.20	31,630.20	00106096

TOTAL FOR FUND: 0101 GENERAL FUND 1,595,811.68

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		3408	993.98		
		3701	5,752.30		
		4110	1,945.70		
		4150	226,756.68		
		4310	44,930.97		
		4320	10,664.49		
		4345	2,286.20		
		4347	23,793.71		
		4355	32,412.02		
		4370	6,007.68		
		4375	6,158.54		
		4376	8,258.69		
		4385	2,077.07		
		4387	107.74		
		4388	253.98		
		4410	35,982.95		
		5210	4,723.42		
		5310	5,993.71		
		5520	279,229.90		
		5530	38,331.32		
		5580	17,285.04		
		5610	86,973.40		
		5620	30,616.90		
		5630	6,138.68		
		5805	6,150.00		
		5810	55,109.97		
		5821	4,348.70		
		5860	17,848.57		
		5880	193,869.40		
		5910	8,830.85		
		5918	5,898.25		
		6126	4,551.36		
		6274	214.91		
		6490	54,027.28		
		8311	40,208.30		
		8699	2,411.92		
		9320	24,893.54		
		9510	299,773.56		

TOTAL FOR FUND: 0101 GENERAL FUND 1,595,811.68

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		230			
		3			
Total Number Of Checks Printed:					
Number Of Void Checks Printed:					
Number Of Actual Checks Printed:					

FUND: 2545 CAP FAC AGENCY

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
NKS MECHANICAL CONTRA	V6410251	6216	398,442.92	398,442.92	00105950
WALTERS WHOLESale	V6409053	6126	350.68	350.68	00105951
*** CHECK GAP ***					
C2 REPROGRAPHICS	V6408990	6274	117.51	117.51	00106013
*** CHECK GAP ***					
DEPT. OF GENERAL SERV	V6401330	6210	8,335.97	8,335.97	00106057

TOTAL FOR FUND: 2545 CAP FAC AGENCY 407,247.08

Object	Object Total
6126	350.68
6210	8,335.97
6216	398,442.92
6274	117.51

TOTAL FOR FUND: 2545 CAP FAC AGENCY 407,247.08

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

FUND: 3535 SCHL FAC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GHATAODE BANNON ARCHI	V6408656	6212	1,386.52	1,386.52	00106097

*** CHECK GAP ***

TOTAL FOR FUND: 3535 SCHL FAC 1,386.52

Object	Object Total
6212	1,386.52

TOTAL FOR FUND: 3535 SCHL FAC 1,386.52

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

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
EXPRESS SCRIPTS INC.	V6410974	5895	82,251.09	82,251.09	00105876
GALLAGHER BENEFIT SER	V6409675	5812	11,000.00	11,000.00	00105877
				*** CHECK GAP ***	
ANTHEM BLUE CROSS	V6409810	5461	1,069,631.99	1,069,631.99	00105895
				*** CHECK GAP ***	
EXPRESS SCRIPTS INC.	V6410974	5895	72,264.58	72,264.58	00105914
VISION SERVICE PLAN	V6404956	5464	41,183.71	41,183.71	00105915
				*** CHECK GAP ***	
EXPRESS SCRIPTS INC.	V6410974	5895	75,185.21	75,185.21	00106058
				*** CHECK GAP ***	
AUHSD	V6400400	5891	968,169.84	968,169.84	00106089
CALIFORNIA SCHOOLS DE	V6405368	5892	231,729.00	231,729.00	00106090
DELTA CARE USA	V6405542	5461	9,777.14	9,777.14	00106091

TOTAL FOR FUND: 6769 INS - H&W 2,561,192.56

Object	Object Total
5461	1,079,409.13
5464	41,183.71
5812	11,000.00
5891	968,169.84
5892	231,729.00
5895	229,700.88

TOTAL FOR FUND: 6769 INS - H&W 2,561,192.56

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		9			
		0			

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

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/20/2012

FROM 08/28/2012 TO 09/10/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G64A0034	MONJARAS AND WISMEYER GROUP IN	10,000.00	10,000.00	0104104072 5810	CERT HR/GENL ADM / NON-INSTRUCTIONAL PROF
G64A0035	STUTZ ARTIANO SHINOFF AND HOLT	150,000.00	150,000.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
G64A0036	ROSSIER PARK HIGH SCHOOL	326,040.00	326,040.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0037	GOODWILL IND. OF O.C.	5,000.00	5,000.00	0119283039 5810	SYS/OTHER PUPIL / NON-INSTRUCTIONAL PROF
G64A0038	OCDE	1,600,000.00	1,600,000.00	0119255092 7141	HEARING/TRANSFER BETWEEN AGENCY /
G64A0039	OCDE	165,000.00	165,000.00	0119255092 7141	HEARING/TRANSFER BETWEEN AGENCY /
G64A0040	OCDE	60,000.00	60,000.00	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
G64A0041	ROSSIER PARK HIGH SCHOOL	53,015.40	53,015.40	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0042	PACIFIC COAST SPEECH SERVICES	105,042.00	105,042.00	0119283039 5805	SYS/OTHER PUPIL / INSTRUCTIONAL PROF
G64A0043	BEST BEST AND KRIEGER LLP	150,000.00	150,000.00	0156164572 5821	DEF MAINT CATEG FLEX/OTH GENL / LEGAL FEES
G64A0044	PARADIGM HEALTHCARE SERVICES	165,000.00	165,000.00	0119320034 5810	SYS/MEDI-CAL REIM/HEALTH /
G64A0045	SCHOOL PLANNING SERVICES INC	13,800.00	13,800.00	2556710072 5810	FAC/DEVELOPER FEES/GEN ADMIN /
G64A0046	PARADIGM HEALTHCARE SERVICES	35,875.00	35,875.00	0119320034 5810	SYS/MEDI-CAL REIM/HEALTH /
G64A0047	ICS SERVICE CO	360.00	360.00	0121000083 5620	WESTERN/SEC / RENTALS/OPERATING LEASES
G64A0048	ICS SERVICE CO	5,760.00	5,760.00	0110230081 5620	MAINTENANCE/MO / RENTALS/OPERATING
G64A0049	OFFICE DIGITAL SOLUTIONS PLUS	53,459.09	53,459.09	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
G64A0050	OFFICE DIGITAL SOLUTIONS PLUS	36,160.81	36,160.81	0131000010 4310	BR/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64A0051	OFFICE DIGITAL SOLUTIONS PLUS	40,741.91	40,741.91	0135000010 4310	DALE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64A0052	OFFICE DIGITAL SOLUTIONS PLUS	47,002.88	47,002.88	0125000010 4310	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64A0053	OFFICE DIGITAL SOLUTIONS PLUS	42,591.03	42,591.03	0127000010 4310	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64C0049	VIEWPLUS TECHNOLOGIES	280.00	280.00	0119283039 5610	SYS/OTHER PUPIL / REPAIRS/MAINT - O/S
G64C0057	MIKE BROWN GRANDSTANDS INC	20,500.00	20,500.00	0149230081 5620	GLOVER/GEN MAINT/MO / RENTALS/OPERATING
G64C0060	UNIVERSAL ASPHALT	2,450.00	2,450.00	0169238081 5610	TRIDENT/PAVING/MO / REPAIRS/MAINT - O/S
G64C0061	J AND A FENCE	2,500.00	2,500.00	0121232081 5610	WESTERN/FENCE/MO / REPAIRS/MAINT - O/S

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/20/2012

FROM 08/28/2012 TO 09/10/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G64C0072	GIANNELLI ELECTRIC INC.	4,997.00	4,997.00	0123231081 5610	SA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
G64C0073	ALVARADO PAINTING, A	600.00	600.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0074	TURF STAR INC	1,758.67	1,758.67	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
G64C0075	LA HABRA FENCE CO INC	3,585.00	3,585.00	0127232081 5610	KE/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
G64C0076	CENTRAL PLUMBING CO. INC.	695.00	695.00	0125239081 5610	KA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0077	ALVARADO PAINTING, A	400.00	400.00	0128237081 5610	CY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0078	THYSSENKRUPP ELEVATOR	1,340.00	1,340.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S
G64C0080	COMMERCIAL AQUATIC SERVICES IN	1,615.20	1,615.20	0128240081 5610	CY/POOL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0082	DFS FLOORING	550.00	550.00	0122220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
G64C0085	A 1 FENCE COMPANY	5,620.00	5,620.00	0147232081 5610	HOPE/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
G64C0086	KNORR SYSTEMS	1,745.00	1,745.00	0125240081 5610	KA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0089	DIGITAL ELECTRIC	795.00	795.00	0138231081 5610	BALL/ELECTRIC/MO / REPAIRS/MAINT - O/S
G64C0090	DHK PLUMBING AND PIPING	1,375.00	1,375.00	0121239081 5610	WESTERN/PLUMB/MO / REPAIRS/MAINT - O/S
G64C0091	DHK PLUMBING AND PIPING	2,427.36	2,427.36	0150239081 5610	ADMIN/PLUMB/MO / REPAIRS/MAINT - O/S
G64C0093	LEONARD CHAIDEZ TREE SERVICE	2,475.00	2,475.00	0135222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
G64C0094	F.M. THOMAS AIR CONDITIONING I	2,000.00	2,000.00	0120235081 5610	ANAHEIM/HVAC/MO / REPAIRS/MAINT - O/S
G64C0095	COMMERCIAL AQUATIC SERVICES IN	534.33	534.33	0128240081 4355	CY/POOL/MO / MAINTENANCE SUPPLIES
G64C0096	ABE'S PLUMBING	8,400.00	8,400.00	0122239081 5610	MA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0097	DHK PLUMBING AND PIPING	1,480.00	1,480.00	0124239081 5610	LOARA/PLUMB/MO / REPAIRS/MAINT - O/S
G64C0098	THYSSENKRUPP ELEVATOR	301.00	301.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S
G64C0099	SAN DIEGO COUNTY SUPERINTENDEN	6,200.00	6,200.00	0163379021 5810	TITLE IIIA / LIMITED ENG PROG /
G64C0100	F.M. THOMAS AIR CONDITIONING I	7,909.00	7,909.00	0120235081 5610	ANAHEIM/HVAC/MO / REPAIRS/MAINT - O/S
G64C0101	SIGNATURE COMMERCIAL FLOOR COV	1,400.00	1,400.00	0122232081 5610	MA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
G64C0102	C TECH CONSTRUCTION INC.	241.00	241.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S

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G64C0105	COMMERCIAL AQUATIC SERVICES IN	790.13	790.13	0128240081 5610	CY/POOL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0106	CUMMINS CAL PACIFIC LLC	527.97	527.97	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0107	CENTRAL PLUMBING CO. INC.	695.00	695.00	0124239081 5610	LOARA/PLUMB/MO / REPAIRS/MAINT - O/S
G64C0110	GOLDEN STATE PAVING CO INC	1,900.00	1,900.00	0128238081 5610	CY/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
G64C0111	GOLDEN STATE PAVING CO INC	1,900.00	1,900.00	0122238081 5610	MA/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
G64C0112	GOLDEN STATE PAVING CO INC	1,200.00	1,200.00	0148238081 5610	HANDEL/PAVING/MO / REPAIRS/MAINT - O/S
G64C0113	TANDUS US INC	4,766.88	4,766.88	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
G64C0114	J AND A FENCE	2,500.00	2,500.00	0127232081 5610	KE/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
G64C0115	FENN TERMITE AND PEST CONTROL	5,311.00	5,311.00	0148220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
G64C0116	DHK PLUMBING AND PIPING	2,000.00	2,000.00	0122239081 5610	MA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0117	ABE'S PLUMBING	1,500.00	1,500.00	0138239081 5610	BALL/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0118	ALVARADO PAINTING, A	400.00	400.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0119	E.G. AIRE HEATING AND AIR COND	7,750.00	7,750.00	0138235081 5610	BALL/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
G64C0120	GEARY PACIFIC SUPPLY	3,306.09	3,306.09	0122235081 4355	MA/HVAC/MO / MAINTENANCE SUPPLIES
G64C0121	E.G. AIRE HEATING AND AIR COND	5,800.00	5,800.00	0122235081 5610	MA/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
G64C0122	CART MAN INC, THE	715.70	715.70	0125000081 4347	KA/MO / OPERATIONS SUPPLIES - MISC
G64C0123	ALVARADO PAINTING, A	400.00	400.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0124	C TECH CONSTRUCTION INC.	255.00	255.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0125	VARIABLE SPEED SOLUTIONS INC	1,000.00	1,000.00	0128235081 5610	CY/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
G64R0287	STATE OF CALIFORNIA	125.00	125.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S
G64R0288	CITY OF ANAHEIM	7,171.00	487.00	0120230081 5880	ANAHEIM/GENERAL/MO / OTHER OPERATING
			487.00	0121230081 5880	WESTERN/GENERAL/MO / OTHER OPERATING
			555.00	0123230081 5880	SA/GENERAL/MO / OTHER OPERATING EXPENSES
			691.00	0124230081 5880	LOARA/GENERAL/MO / OTHER OPERATING
			691.00	0125230081 5880	KA/GENERAL/MO / OTHER OPERATING EXPENSES

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G64R0288	*** CONTINUED ***		487.00	0138230081 5880	BALL/GENERAL/MO / OTHER OPERATING
			3,773.00	0150230081 5880	ADMIN/GENERAL/MO / OTHER OPERATING
G64R0289	JAMES STANFIELD COMPANY INC	1,802.87	1,802.87	0119473011 4310	SYS/WORKABILITY/INSTR / INSTRUCTIONAL MATL
G64R0290	JIST PUBLISHING	1,058.57	1,058.57	0119473011 4310	SYS/WORKABILITY/INSTR / INSTRUCTIONAL MATL
G64R0291	U S BANK	249,000.00	249,000.00	4500730693 7619	QZAB/INTERFUND TRANSFER / IFT-TRFS OUT ALL
G64R0292	HOUGHTON MIFFLIN COMPANY	2,956.11	2,956.11	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0293	PEARSON EDUCATION	1,440.63	1,440.63	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0294	FOLLETT EDUCATIONAL SERVICES	18,022.11	18,022.11	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0295	CIF SOUTHERN SECTION	830.00	830.00	0120028010 5310	ANAHEIM/ATHLET/INSTR / DUES AND
G64R0296	SUPPLYMASTER	790.72	790.72	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER
G64R0297	ORANGE LEAGUE, THE	1,550.00	1,550.00	0122028010 5310	MA/ATHLET/INSTR / DUES AND MEMBERSHIPS
G64R0298	SUPPLYMASTER	145.19	145.19	0113201836 4320	TRANS/TRN-RG/TRANS / OTHER OFFICE/MISC
G64R0299	HIGHSMITH CO INC	2,857.01	2,857.01	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0300	PRO ED INC.	3,221.65	3,221.65	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0301	REVOLUTION ENTERPRISES INC.	1,824.20	1,824.20	0119283039 4310	SYS/OTHER PUPIL / INSTRUCTIONAL MATL &
G64R0302	SCHOOL SPECIALTY INC	383.60	383.60	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R0303	CULVER NEWLIN INC	11,311.88	5,124.31	0127000010 4410	KE/INSTR / EQUIPMENT - NON-CAPITALIZED
			2,527.73	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
			3,659.84	0127140027 4410	KE/SCH ADM / EQUIPMENT - NON-CAPITALIZED
G64R0304	CULVER NEWLIN INC	2,095.76	1,273.85	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
			821.91	0127140027 4410	KE/SCH ADM / EQUIPMENT - NON-CAPITALIZED
G64R0307	BARNES AND NOBLE	43.02	43.02	0123024010 4110	SA/MATH/INSTR / APPROVED TEXTS/CORE CURR
G64R0308	PIONEER DRAMA SERVICE INC	540.05	540.05	0140006010 4310	SOUTH/THEATER/INSTR / INSTRUCTIONAL MATL
G64R0309	OCDE	400.00	400.00	0131456010 5310	BR/EIALEP/INSTR / DUES AND MEMBERSHIPS

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G64R0310	SOUTHWEST SCHOOL AND OFFICE SU	473.75	473.75	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC
G64R0311	CALIFORNIA INTERSCHOLASTIC	1,212.12	1,212.12	0122028010 5310	MA/ATHLET/INSTR / DUES AND MEMBERSHIPS
G64R0312	ORANGE COUNTY REGISTER	117.30	117.30	01533381021 5880	SP PR ADM/ECIAL/SUPV INST / OTHER OPERATING
G64R0313	CALIFORNIA DEPARTMENT OF EDUCA	25,000.00	25,000.00	0100000200 8660	GEN FUND/INTEREST/NA / INTEREST
G64R0314	NASCO MODESTO	347.46	347.46	0168005010 4310	GI SOUTH/ART/INSTR / INSTRUCTIONAL MATL &
G64R0315	TUCKER, TERRI A.	10,885.84	10,885.84	0105105072 5821	CLASS HR/GENL ADM / LEGAL FEES
G64R0316	CONSOLIDATED PLASTIC CO.	158.45	158.45	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R0317	SCHOOL NURSE SUPPLY INC	45.89	45.89	0124000034 4310	LOARA/HEALTH / INSTRUCTIONAL MATL &
G64R0318	PEARSON EDUCATION	2,758.77	2,758.77	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0319	CITY OF STANTON	8,028.00	8,028.00	0102102071 5810	SUPT/BRD SUPT / NON-INSTRUCTIONAL PROF
G64R0320	HOUGHTON MIFFLIN COMPANY	2,147.29	2,147.29	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0321	BARRINGTON, RICHARD	3,500.00	3,500.00	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
G64R0322	PEARSON EDUCATION	759.32	759.32	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0323	FOLLETT EDUCATIONAL SERVICES	2,553.68	2,553.68	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0324	FOLLETT EDUCATIONAL SERVICES	3,563.83	3,563.83	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0325	J AND A FENCE	21,100.00	21,100.00	0125232081 5610	KA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
G64R0326	DEMCO INC	158.72	158.72	0134000024 4315	WA/L M T / LIBRARY/MEDIA/TECH SUPPLIES
G64R0327	SOLUTION TREE	4,462.00	4,462.00	0117382521 5210	NCLB PRG IMP CORR ACTION/SUPV / TRAVEL AND
G64R0328	UNITED STATES ACADEMIC DECATHL	1,836.91	1,836.91	0122140027 4310	MA/SCH ADM / INSTRUCTIONAL MATL & SUPPLIES
G64R0329	U S BANK	825.00	825.00	0156164572 5880	DEF MAINT CATEG FLEX/OTH GENL / OTHER
G64R0330	DEPT. OF GENERAL SERVICES	6,145.01	6,145.01	4521726485 6210	WS/BUENA PK/PROJECT AREA IV / PLANNING -
G64R0332	FIRST SERVE TENNIS INC.	1,200.00	1,200.00	0121028040 5620	WE/ATHLET/ANCILLARY / RENTALS/OPERATING
G64R0333	DEPT. OF GENERAL SERVICES	2,190.96	2,190.96	4532726385 6210	OR/BU PARK PROJ III/FAC ACQ / PLANNING - DSA
G64R0334	U S POST OFFICE	190.00	38.00	0127140027 5910	KE/SCH ADM / MAILING COSTS

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G64R0334	*** CONTINUED ***				
			38.00	0128140027 5910	CY/SCH ADM/SCH ADM / MAILING COSTS
			38.00	0132140027 5910	OR/SCH ADM/SCH ADM / MAILING COSTS
			38.00	0142140027 5910	OXFORD/SCH ADM/SCH ADM / MAILING COSTS
			38.00	0144140027 5910	LEX/SCH ADM/SCH ADM / MAILING COSTS
G64R0335	ACCREDITING COMMISSION FOR	9,072.00	9,072.00	0115115072 5880	EDUCATION/GENL ADM / OTHER OPERATING
G64R0336	WARD'S NATURAL SCIENCE EST	416.04	416.04	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0337	BIO RAD LABORATORIES INC.	371.55	371.55	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0338	PROJECT LEAD THE WAY INC	3,414.69	3,414.69	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0339	FISHER SCIENCE EDUCATION	2,083.46	2,083.46	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0340	VERNIER SOFTWARE	461.47	461.47	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0341	CAROLINA BIOLOGICAL SUPPLY CO.	34.15	34.15	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0342	SARGENT WELCH LLC	1,962.49	1,962.49	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0343	EDVOTEK INC.	4,592.20	4,592.20	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0344	INVITROGEN CORPORATION	67.60	67.60	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0345	CAROLINA BIOLOGICAL SUPPLY CO.	362.03	362.03	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0346	BIO RAD LABORATORIES INC.	159.70	159.70	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0347	EDVOTEK INC.	144.69	144.69	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0348	MUSICIANS FRIEND INC.	150.76	150.76	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0349	SCHOLASTIC INC.	237.34	237.34	0168001024 4315	GIL SOUTH/MEDIA-LIBRARY /
G64R0350	WEEKLY READER	203.50	203.50	0168001024 4315	GIL SOUTH/MEDIA-LIBRARY /
G64R0351	AARDVARK CLAY AND SUPPLIES INC	400.66	400.66	0124005010 4310	LOARA/ART/INSTR / INSTRUCTIONAL MATL &
G64R0352	SOFTWARE 4 SCHOOLS	49.95	49.95	0122140027 5610	MA/SCH ADM / REPAIRS/MAINT - O/S SERVICES
G64R0353	UNITED INDUSTRIES	310.32	310.32	0137019010 4310	SY/MANUF TECH/INSTR / INSTRUCTIONAL MATL &
G64R0354	LEARNING ZONE EXPRESS	79.88	79.88	0134013010 4310	WA/HECT/INSTR / INSTRUCTIONAL MATL &

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G64R0355	IBNA	10,400.00	10,400.00	0127161010 5310	KE/GATE-IB/INSTR / DUES AND MEMBERSHIPS
G64R0356	STATE OF CALIFORNIA	5,165.00	5,165.00	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING
G64R0357	SOUTH COAST AIR QUALITY	725.77	426.41	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
			299.36	0150230081 5880	ADMIN/GENERAL/MO / OTHER OPERATING
G64R0358	SCHOOL SERVICES OF CALIFORNIA	585.00	195.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
			195.00	0107107072 5210	ACCTG /GENL ADM / TRAVEL AND CONFERENCE
			195.00	0155155072 5210	BUSINESS/GENL ADM / TRAVEL AND
G64S0093	BREWER QUILTING AND SEWING SUP	749.28	749.28	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0094	UNISOURCE	1,448.00	1,448.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0095	ARCMATE MANUFACTURING CORP.	1,319.90	1,319.90	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0096	TORRINGTON BRUSH WORKS INC	148.04	148.04	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0097	SARGENT WELCH LLC	528.92	528.92	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0098	JEYCO PRODUCTS INC	5,434.71	5,434.71	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0099	SHERWIN WILLIAMS CO., THE	301.29	301.29	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0100	BISHOP CO.	176.57	176.57	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0101	S C MARKETING	1,437.13	1,437.13	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0102	PIONEER CHEMICAL CO	2,586.00	2,586.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0103	CHAMPION CHEMICAL CO.	921.65	921.65	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0104	WAXIE SANITARY SUPPLY	3,778.04	3,778.04	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0105	OFFICE DEPOT	4,256.13	4,256.13	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0106	SOUTHWEST SCHOOL AND OFFICE SU	1,067.50	1,067.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0107	IMPERIAL PRODUCTS INC	200.33	200.33	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0108	CONTINENTAL CHEMICAL AND SANIT	12,714.50	12,714.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0109	CONTINENTAL CHEMICAL AND SANIT	2,892.23	2,892.23	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0110	OFFICE DEPOT	142.75	142.75	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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G64S0111	SOUTHWEST SCHOOL AND OFFICE SU	41.89	41.89	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0112	SCHOOL SPECIALTY INC	421.82	421.82	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0113	JEYCO PRODUCTS INC	406.13	406.13	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0114	GENERAL INDUSTRIAL TOOL AND SU	97.88	97.88	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0115	CCP INDUSTRIES INC	2,353.26	2,353.26	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0116	GLASBY MAINTENANCE SUPPLY CO.	97.30	97.30	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0117	ALL STAR SALES EVENTS	21,540.09	21,540.09	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0118	SOUTHWEST SCHOOL AND OFFICE SU	1,751.59	1,751.59	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64T0070	HP DIRECT	1,585.58	1,585.58	0121381010 4410	WE/E/CIA TITLE /INSTRUCTI /EQUIPMENT -
G64T0071	HP DIRECT	1,410.32	604.14	0155155072 4320	BUSINESS/ GENL ADM / OTHER OFFICE/MISC
			790.18	0155155072 4410	BUSINESS/ GENL ADM / EQUIPMENT -
			16.00	0155155072 5880	BUSINESS/ GENL ADM / OTHER OPERATING
G64T0072	ICOULDBE.ORG INC.	3,205.56	3,205.56	0120487010 5880	MULTIMEDIA COMPUTER TECH/INST / OTHER
G64T0073	ICOULDBE.ORG INC.	3,825.00	3,825.00	0120405010 5880	TRANSP GRANT/INSTR / OTHER OPERATING
G64T0075	HP DIRECT	196.56	196.56	0127140010 4320	KE/SCHOOL ADMIN/INSTR / OTHER OFFICE/MISC
G64T0076	CDW GOVERNMENT INC.	18,169.88	18,169.88	0108527010 5880	MICROSOFT SETTLEMENT / OTHER OPERATING
G64T0077	HP DIRECT	1,807.61	1,807.61	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
G64T0078	HP DIRECT	558.41	558.41	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
G64T0079	HP DIRECT	1,814.75	1,814.75	0134027010 4410	WA/PHYS ED/INSTR / EQUIPMENT -
G64T0080	SEHI COMPUTER PRODUCTS	8,253.66	4,406.98	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
			3,846.68	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
G64X0363	J.W. PEPPER AND SON INC.	700.00	700.00	0128008010 4310	CY/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
G64X0364	SMART AND FINAL IRIS CO	1,500.00	1,500.00	0128013010 4310	CY/HECT/INSTR / INSTRUCTIONAL MATL &
G64X0365	GREATER ANAHEIM SELPA	9,000,000.00	9,000,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/20/2012

FROM 08/28/2012 TO 09/10/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G64X0366	NORTH ORANGE COUNTY REGIONAL	7,000,000.00	7,000,000.00	0100512592 7223	ROP APPRENTICE/TRSF BETWN AGNC / ROP
G64X0367	NORTH ORANGE COUNTY REGIONAL	350,000.00	350,000.00	0100513092 7223	ROP/LOTTERY/TRANS BETWN AGNCYS / ROP
G64X0368	NORTH ORANGE COUNTY REGIONAL	66,000.00	66,000.00	0100511092 7143	ROP HNDPCP/TRANSF BETWEEN AGENCY /
G64X0369	CATHEDRAL HOME FOR CHILDREN	79,000.00	79,000.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64X0370	GREATER ANAHEIM SELPA	216,070.00	216,070.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT
G64X0371	GREATER ANAHEIM SELPA	20,000.00	20,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT
G64X0372	GREATER ANAHEIM SELPA	24,000.00	24,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT
G64X0373	GREATER ANAHEIM SELPA	2,412,410.00	2,412,410.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT
G64X0374	GREATER ANAHEIM SELPA	4,000.00	4,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT
G64X0375	GREATER ANAHEIM SELPA	300,000.00	300,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT
G64X0376	GREATER ANAHEIM SELPA	200,000.00	200,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT
G64X0377	GREATER ANAHEIM SELPA	450,000.00	450,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT
G64X0378	WOODWARD ACADEMY	81,000.00	81,000.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64X0379	NEW HAVEN YOUTH AND FAMILY SRV	41,000.00	41,000.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64X0380	DEVEREUX TEXAS TREATMENT CTR.	79,000.00	79,000.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64X0381	RED ROCK CANYON SCHOOL	402,000.00	402,000.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64X0382	HERITAGE SCHOOL	241,000.00	241,000.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64X0383	C2 REPROGRAPHICS	15,000.00	15,000.00	0156164581 5880	DEF MAINT CATEG FLEX/M&O / OTHER
G64X0384	RALPHS GROCERY COMPANY	1,500.00	1,500.00	0128013010 4310	CY/HECT/INSTR / INSTRUCIONAL MATL &
G64X0385	GUNTERS ATHLETIC SERVICE	2,000.00	2,000.00	0122028081 5560	MAGNOLIA/ATHLETICS/FIELD SUPP / LAUNDRY
G64X0386	NORTH ORANGE COUNTY REGIONAL	15,969.00	15,969.00	0100510500 9510	ROP TUITION PASS THRU / ACCOUNTS PAYABLE
G64X0387	REEL LUMBER SERVICE	2,500.00	2,500.00	0137019010 4310	SY/MANUF TECH/INSTR / INSTRUCIONAL MATL &
G64X0388	EXCELERATE SOFTWARE INC.	2,000.00	2,000.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCIONAL PROF
G64X0389	CITY AUTO TOP	8,500.00	8,500.00	0179201836 5610	GARAGE/TRN-RG/TRANS / REPAIRS/MAINT - O/S

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 09/20/2012

FROM 08/28/2012 TO 09/10/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G64X0390	FULLERTON ACE HARDWARE	800.00	800.00	0137019010 4310	SY/MANUF TECH/INSTR / INSTRUCTIONAL MATL &
G64X0391	ROCKLER WOODWORKING AND	300.00	300.00	0137019010 4310	SY/MANUF TECH/INSTR / INSTRUCTIONAL MATL &
G64X0392	GREATER ANAHEIM SELPA	1,000.00	1,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT
G64X0393	LAGUNA CLAY CO.	1,500.00	1,500.00	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL &
G64X0394	HOLLANDER GLASS INC	800.00	800.00	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL &
G64X0395	AARDVARK CLAY AND SUPPLIES INC	700.00	700.00	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL &

Fund 01 Total:	11,869,692.66
Fund 25 Total:	13,800.00
Fund 45 Total:	257,335.97
Fund 76 Total:	12,627,480.00
Total Amount of Purchase Orders:	24,768,308.63

**Declaring Certain Furniture as Unusable, Obsolete, and/or
Out-of-Date and Ready for Sale, or Destruction**

Quantity	Description
	N/A

**Declaring Certain Equipment as Unusable, Obsolete, and/or
Out-of-Date and Ready for Sale, or Destruction**

Quantity	Type of Equipment
	N/A

**Declaring Certain Equipment (Auto Inventory) as Unusable,
Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction**

VEH #	MAKE	BODY	YEAR	VEHICLE ID#
212	CHEV C20	PICK-UP	1984	1GCGC24T9EJ180392
220	GMC C-25	SERV BODY	1980	TCM23AZ507184
303	DODGE D250	SERV BODY	1987	1B7KD2418H5353291
315	NISSAN	½ T. STD. CAB PICK-UP	1986	JN6ND11S6GW047358

**Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete
and/or Out-of-Date, Damaged, and Ready for Sale, or Destruction**

Description*	Quantity	Publication Date	General Condition	Reason for Disposition	Compliant with Current Instructional Standards (Yes or No) **
VARIOUS READING AND GRAMMAR BOOKS					
Multi-Ling Glossary	2	Outdated	Fair	Obsolete	No To be sold
VARIOUS MATH BOOKS					
Pre-Algebra Resource Binder	1	Outdated	Fair	Obsolete	No To be sold
Algebra 2 Teacher's Resource Package	2	Outdated	Fair	Obsolete	No To be sold
Algebra Readiness Text	15	Outdated	Fair	Obsolete	No To be sold
Algebra Readiness Math Comp	1	Outdated	Fair	Obsolete	No To be sold
Algebra 2 Text (Blue)	1	Outdated	Fair	Obsolete	No To be sold

*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.

**If not sold, will be destroyed.

ANAHEIM UNION HIGH SCHOOL DISTRICT

CAFETERIA FUND

FINANCIAL STATEMENTS

JULY 2012

Balance Sheet
Anaheim School Dist/Food Services
7/31/2012

Asset	Assets	
CASH		
9120	Cash-Checking	\$7,008,561.02
9122	Change Fund	\$14,430.00
9123	Petty Cash	\$50.00
Total CASH		\$7,023,041.02
RECEIVABLE		
9210	A/R - Current	\$32,352.00
9280	A/R - State	\$110,175.45
9290	A/R - Federal	\$1,282,804.30
Total RECEIVABLE		\$1,425,331.75
INVENTORIES		
9321	Warehouse Food	\$54,325.58
9322	Warehouse Commodity	\$6,181.24
9323	Warehouse Supplies	\$31,713.92
9326	School Food	\$10,941.05
9327	School Commodity	\$3,314.00
9328	School Supplies	\$12,938.58
Total INVENTORIES		\$119,414.37
Total Asset		\$8,567,787.14
Liability		Liabilities and Fund Balance
LIABILITIES		
9510	A/P - Current	\$534,218.36
9580	Sales Tax Liability	\$89.04
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$14,536.19
9780	Reserve/Central Kitchen	\$5,000,000.00
Total LIABILITIES		\$5,548,843.59
Total Liability		\$5,548,843.59
Fund Balance		
FUND BALANCE		
9798	Fund Balance	\$3,343,521.28
Total FUND BALANCE		\$3,343,521.28
Total Fund Balance		\$3,343,521.28
Current Year Profit (Loss)		(\$324,577.74)
Total Liabilities and Fund Balance		\$8,567,787.13

Accounting Period equals 1 - 2013

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

	Period ending 7/31/2012				Period ending 7/31/2011			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8620	\$274.50	0.15 %	\$274.50	0.15 %	\$406.50	0.24 %	\$406.50	0.24 %
Elementary - Breakfast								
8621	\$2,827.50	1.53 %	\$2,827.50	1.53 %	\$3,402.50	2.00 %	\$3,402.50	2.00 %
Elementary - Lunch								
8633	\$1,490.50	0.81 %	\$1,490.50	0.81 %	\$1,735.25	1.02 %	\$1,735.25	1.02 %
High School - Lunch								
8635	\$13.55	0.01 %	\$13.55	0.01 %	\$11.03	0.01 %	\$11.03	0.01 %
A La Carte Sales								
8637	\$5.56	0.00 %	\$5.56	0.00 %	\$58.38	0.03 %	\$58.38	0.03 %
Adult Rev. - Lunch								
Local Revenue	\$4,611.61	2.50 %	\$4,611.61	2.50 %	\$5,613.66	3.30 %	\$5,613.66	3.30 %
Federal Reimbursements								
8200	\$30,031.06	16.27 %	\$30,031.06	16.27 %	\$27,794.04	16.33 %	\$27,794.04	16.33 %
Fed. Meal Rev.-Breakfast								
8220	\$127,556.63	69.12 %	\$127,556.63	69.12 %	\$112,415.40	66.06 %	\$112,415.40	66.06 %
Fed. Meal Rev.-Lunch								
8290	\$5,002.14	2.71 %	\$5,002.14	2.71 %	\$3,990.76	2.35 %	\$3,990.76	2.35 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$162,589.83	88.11 %	\$162,589.83	88.11 %	\$144,200.20	84.74 %	\$144,200.20	84.74 %
State Reimbursements								
8500	\$3,620.88	1.96 %	\$3,620.88	1.96 %	\$3,436.05	2.02 %	\$3,436.05	2.02 %
St. Meal Rev.-Breakfast								
8520	\$9,866.08	5.35 %	\$9,866.08	5.35 %	\$8,959.99	5.27 %	\$8,959.99	5.27 %
St. Meal Rev.-Lunch								
State Reimbursements	\$13,486.96	7.31 %	\$13,486.96	7.31 %	\$12,396.04	7.28 %	\$12,396.04	7.28 %
Other Revenue								
8638	\$54.40	0.03 %	\$54.40	0.03 %	(\$242.30)	-0.14 %	(\$242.30)	-0.14 %
Cash Over & Short								
8689	\$0.00	0.00 %	\$0.00	0.00 %	\$5,390.00	3.17 %	\$5,390.00	3.17 %
Misc Fees/Contract								
8699	\$3,796.14	2.06 %	\$3,796.14	2.06 %	\$2,817.36	1.66 %	\$2,817.36	1.66 %
Spec Activity/Cater								
Other Revenue	\$3,850.54	2.09 %	\$3,850.54	2.09 %	\$7,965.06	4.68 %	\$7,965.06	4.68 %
Total Revenue	\$184,538.94	100.00 %	\$184,538.94	100.00 %	\$170,174.96	100.00 %	\$170,174.96	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$51,268.39	27.78 %	\$51,268.39	27.78 %	\$84,059.52	49.40 %	\$84,059.52	49.40 %
Food Purchases								
Food Purchases & Govnmt	\$51,268.39	27.78 %	\$51,268.39	27.78 %	\$84,059.52	49.40 %	\$84,059.52	49.40 %
Supplies								
4300	\$11,330.23	6.14 %	\$11,330.23	6.14 %	\$16,276.58	9.56 %	\$16,276.58	9.56 %
Materials & Supplies								
4790	\$19,029.99	10.31 %	\$19,029.99	10.31 %	(\$5,099.66)	-3.00 %	(\$5,099.66)	-3.00 %
Supplies (Food)								
Supplies	\$30,360.22	16.45 %	\$30,360.22	16.45 %	\$11,176.92	6.57 %	\$11,176.92	6.57 %
Salaries								
2200	\$76,043.18	41.21 %	\$76,043.18	41.21 %	\$112,778.34	66.27 %	\$112,778.34	66.27 %
Classified Salaries								
2300	\$39,041.71	21.16 %	\$39,041.71	21.16 %	\$38,675.83	22.73 %	\$38,675.83	22.73 %
Class.Sup/Admin Salaries								

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

Expense	Period ending 7/31/2012				Period ending 7/31/2011			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Salaries								
2400	\$25,332.18	13.73 %	\$25,332.18	13.73 %	\$25,138.54	14.77 %	\$25,138.54	14.77 %
Clerical/Office Salaries								
Salaries	\$140,417.07	76.09 %	\$140,417.07	76.09 %	\$176,592.71	103.77 %	\$176,592.71	103.77 %
Benefits								
3202	\$15,407.79	8.35 %	\$15,407.79	8.35 %	\$0.88	0.00 %	\$0.88	0.00 %
PERS, Classified Position								
3302	\$10,691.83	5.79 %	\$10,691.83	5.79 %	\$31,788.37	18.68 %	\$31,788.37	18.68 %
OASD/MED/Classified Position								
3402	\$155,181.01	84.09 %	\$155,181.01	84.09 %	\$149,677.51	87.96 %	\$149,677.51	87.96 %
Hlth/Welfare, Classified								
3502	\$1,547.79	0.84 %	\$1,547.79	0.84 %	\$2,843.16	1.67 %	\$2,843.16	1.67 %
SUI, Classified Position								
3602	\$2,406.07	1.30 %	\$2,406.07	1.30 %	\$3,019.77	1.77 %	\$3,019.77	1.77 %
Workers Comp, Classified								
3802	\$1,870.33	1.01 %	\$1,870.33	1.01 %	\$3,909.20	2.30 %	\$3,909.20	2.30 %
PERS Reduc, Classified								
Benefits	\$187,104.82	101.39 %	\$187,104.82	101.39 %	\$191,238.89	112.38 %	\$191,238.89	112.38 %
Other Expenses								
5500	\$25,511.50	13.82 %	\$25,511.50	13.82 %	\$2,279.49	1.34 %	\$2,279.49	1.34 %
Operation & Housckeping								
5600	\$64,746.81	35.09 %	\$64,746.81	35.09 %	\$57,840.85	33.99 %	\$57,840.85	33.99 %
Rental/Lease/Repair								
5650	\$20.00	0.01 %	\$20.00	0.01 %	\$30.00	0.02 %	\$30.00	0.02 %
Bank Fees								
5900	\$0.00	0.00 %	\$0.00	0.00 %	\$760.81	0.45 %	\$760.81	0.45 %
Fax, Pager, Postage								
6200	\$5,457.35	2.96 %	\$5,457.35	2.96 %	\$7,975.00	4.69 %	\$7,975.00	4.69 %
Bldg & Imp of Bldg								
6400	\$0.00	0.00 %	\$0.00	0.00 %	\$16,442.65	9.66 %	\$16,442.65	9.66 %
Equipment less \$500								
Other Expenses	\$95,735.66	51.88 %	\$95,735.66	51.88 %	\$85,328.80	50.14 %	\$85,328.80	50.14 %
Capital Outlay								
6500	\$4,230.52	2.29 %	\$4,230.52	2.29 %	\$6,674.06	3.92 %	\$6,674.06	3.92 %
Equipment-RPmore\$500								
Capital Outlay	\$4,230.52	2.29 %	\$4,230.52	2.29 %	\$6,674.06	3.92 %	\$6,674.06	3.92 %
Total Expense	\$509,116.68	275.89 %	\$509,116.68	275.89 %	\$555,070.90	326.18 %	\$555,070.90	326.18 %
Net Profit (Loss)	(\$324,577.74)	-175.89 %	(\$324,577.74)	-175.89 %	(\$384,895.94)	-226.18 %	(\$384,895.94)	-226.18 %

Accounting Period equals 1 - 2013 and the Prior Accounting Period is equal to Accounting Period equals 1 - 2012

**Independent Contractor Agreement
between the Anaheim Union High School District and the Anaheim
Family YMCA**

This agreement, made and entered into this day of September 21, 2012, by and between the Anaheim Union High School District, hereinafter referred to as "District," and Anaheim Family YMCA, hereinafter referred to as "YMCA", as follows:

Whereas, the District has been awarded a California Department of Education After School Education and Safety Program direct grant in the amount of \$768,264 for the fiscal year July 1, 2012 through June 30, 2013.

Whereas, the District wishes to subcontract with the YMCA to provide the program administration, staffing, equipment, materials, training, data collection, and evaluation for the program at Ball, Brookhurst, Dale, Orangeview, South and Sycamore junior high school sites in the District according to the plan approved by the California Department of Education;

It is hereby agreed as follows:

1. The YMCA agrees to provide the required administration, staff and materials to operate the program and to abide by all mandated California Department of Education requirements and District and YMCA Board policy, including but not limited to, fingerprinting all program staff and the recording of all student attendance in the manner prescribed by the State.
2. The YMCA further agrees to complete all reports required by the State according to the prescribed schedule. The YMCA will submit a copy of these reports to the District.
3. The YMCA agrees to allow access to all program records as necessary so that District auditors may comply with state audit guidelines.
4. The District agrees to provide adequate space and other resources for the program to operate as per agreed upon standards.
5. Payment from the District to the YMCA will follow the payment schedule of the State to the District. Upon receipt of grant funds and an invoice from the YMCA, the District will forward to the YMCA the amount received. The anticipated payment schedule is as follows:

- 65% of total grant award to be received between June and July
- 25% of total grant award to be received between February and March
- 10% of total grant award to be received upon final reconciliation of the annual grant

In the event of a delay of funds from the State, the YMCA and the District will negotiate an adjusted payment schedule to ensure the uninterrupted continuation of the program.

6. The YMCA must expend all funds received according to the budgets approved by the California Department of Education. Any budget changes must be approved by the CDE before funds can be reallocated and spent.
7. The maximum funding for 2012-2013 shall be \$768,264 plus any carryover.

In witness whereof, duly authorized representatives of the parties have signed in confirmation of this agreement.

Independent Contractor

School District

By: 

 President and CEO

By: _____
 Superintendent

Name: Paul Andresen
 Address: Anaheim Family YMCA
 240 S. Euclid
 Anaheim, CA 92802

Date: _____

Date: Sept 7, 2012

Phone: (714)635-9622
 Tax I.D. # 95-1709299

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2012-2013

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708131	05-26-93	12	09-20-12	Cathedral Home for Children	\$132,066.00
SYS-0708127	01-13-00	07	09-20-12	Cathedral Home for Children	\$132,066.00
SYS-0708132	02-24-96	12	09-20-12	Cinnamon Hills Youth Crisis Center	\$162,480.00
SYS-0708108	06-20-93	12	09-20-12	Devereux Texas Treatment Network	\$120,667.50
SYS-0708099	03-07-95	11	09-20-12	Devereux Texas Treatment Network	\$129,917.03
SYS-0708094	05-02-95	12	09-20-12	Heritage Schools, Inc.	\$94,418.88
SYS-0708086	07-16-96	11	09-20-12	Heritage Schools, Inc.	\$94,418.88
SYS-0708105	03-14-95	12	09-20-12	Heritage Schools, Inc.	\$94,418.88
SYS-0708114	11-14-98	08	09-20-12	New Haven Youth and Family Services	\$131,218.00
SYS-0708114	11-14-98	08	09-20-12	New Haven Youth and Family Services	\$19,964.00
SYS-0708107	07-12-96	10	09-20-12	Red Rock Canyon School	\$114,707.00
SYS-0708118	07-24-96	11	09-20-12	Red Rock Canyon School	\$114,707.00
SYS-0708117	02-23-95	12	09-20-12	Red Rock Canyon School	\$114,707.00
SYS-0708072	08-14-95	12	09-20-12	Red Rock Canyon School	\$114,707.00
SYS-0708099	03-07-95	11	09-20-12	Red Rock Canyon School	\$114,707.00
SYS-0708128	09-08-97	09	09-20-12	Red Rock Canyon School	\$83,332.00
SYS-0708128	09-08-97	09	09-20-12	Red Rock Canyon School	\$996.00
SYS-0708110	03-10-95	12	09-20-12	Woodward Academy	\$124,203.84

*Includes transportation costs, if applicable.

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2012-2013

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708131	05-26-93	12	09-20-12	Cathedral Home for Children	\$41,440.00
SYS-0708127	01-13-00	07	09-20-12	Cathedral Home for Children	\$41,440.00
SYS-0708132	02-24-96	12	09-20-12	Cinnamon Hills Youth Crisis Center	\$7,458.00
SYS-0708094	05-02-95	12	09-20-12	Heritage Schools, Inc.	\$38,065.32
SYS-0708086	07-16-96	11	09-20-12	Heritage Schools, Inc.	\$38,065.32
SYS-0708105	03-14-95	12	09-20-12	Heritage Schools, Inc.	\$38,065.32
SYS-0708107	07-12-96	10	09-20-12	Red Rock Canyon School	\$37,848.00
SYS-0708118	07-24-96	11	09-20-12	Red Rock Canyon School	\$37,848.00
SYS-0708117	02-23-95	12	09-20-12	Red Rock Canyon School	\$37,848.00
SYS-0708072	08-14-95	12	09-20-12	Red Rock Canyon School	\$37,848.00
SYS-0708099	03-07-95	11	09-20-12	Red Rock Canyon School	\$37,848.00
SYS-0708128	09-08-97	09	09-20-12	Red Rock Canyon School	\$37,848.00
SYS-0708110	03-10-95	12	09-20-12	Woodward Academy	\$8,527.96

*Includes transportation costs, if applicable.

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Extended School Year 2012-2013**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708102	04-27-96	11	09-20-12	Alton School	\$3,704.00
SYS-0708121	11-06-99	07	09-20-12	Approach Learning and Assessment Centers, Inc. dba Therapeutic Education Centers	\$6,177.00
SYS-0708122	05-10-99	07	09-20-12	Approach Learning and Assessment Centers, Inc. dba Therapeutic Education Centers	\$6,177.00
SYS-0708123	01-07-00	07	09-20-12	Approach Learning and Assessment Centers, Inc. dba Therapeutic Education Centers	\$6,177.00
SYS-0708124	11-22-00	07	09-20-12	Approach Learning and Assessment Centers, Inc. dba Therapeutic Education Centers	\$6,537.00
SYS-0708125	06-07-00	07	09-20-12	Approach Learning and Assessment Centers, Inc. dba Therapeutic Education Centers	\$23,212.00
SYS-0708126	02-16-00	07	09-20-12	Approach Learning and Assessment Centers, Inc. dba Therapeutic Education Centers	\$6,177.00
SYS-0708057	04-21-94	12	09-20-12	Beacon Day School	\$22,637.35
SYS-0708103	02-19-93	12	09-20-12	Beacon Day School	\$29,687.35
SYS-0708120	01-14-00	07	09-20-12	Rossier Park Elementary School	\$6,000.60
SYS-0708047	08-27-96	11	09-20-12	Rossier Park School	\$5,775.60
SYS-0708115	04-24-98	09	09-20-12	Rossier Park School	\$5,775.60
SYS-0708067	11-30-95	12	09-20-12	Rossier Park School	\$5,550.60

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Extended School Year 2012-2013**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708097	09-02-97	09	09-20-12	Rossier Park School	\$5,550.60
SYS-0708109	03-04-97	10	09-20-12	Rossier Park School	\$5,550.60
SYS-0708111	06-13-94	12	09-20-12	Rossier Park School	\$8,160.10
SYS-0708073	03-12-96	11	09-20-12	Rossier Park School	\$5,550.60
SYS-0708104	03-04-96	11	09-20-12	Rossier Park School	\$5,550.60
SYS-0708055	05-15-96	11	09-20-12	Rossier Park School	\$5,550.60

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2012-2013**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708122	05-10-99	07	09-20-12	Approach Learning and Assessment Centers, Inc. dba Therapeutic Education Centers	\$38,340.00
SYS-0708125	06-07-00	07	09-20-12	Approach Learning and Assessment Centers, Inc. dba Therapeutic Education Centers	\$144,120.00
SYS-0708121	11-06-99	07	09-20-12	Approach Learning and Assessment Centers, Inc. dba Therapeutic Education Centers	\$38,340.00
SYS-0708057	04-21-94	12	09-20-12	Beacon Day School	\$118,933.85
SYS-0708103	02-19-93	12	09-20-12	Beacon Day School	\$157,318.85
SYS-0708120	01-14-00	07	09-20-12	Rossier Park Elementary School	\$37,302.00
SYS-0708047	08-27-96	11	09-20-12	Rossier Park School	\$35,535.00
SYS-0708115	04-24-98	09	09-20-12	Rossier Park School	\$35,535.00
SYS-0708067	11-30-95	12	09-20-12	Rossier Park School	\$34,110.00
SYS-0708073	03-12-96	11	09-20-12	Rossier Park School	\$34,110.00
SYS-0708104	03-04-96	11	09-20-12	Rossier Park School	\$34,110.00
SYS-0708097	09-02-97	09	09-20-12	Rossier Park School	\$34,110.00
SYS-0708055	05-15-96	11	09-20-12	Rossier Park School	\$34,110.00
SYS-0708109	03-04-97	10	09-20-12	Rossier Park School	\$34,110.00
SYS-0708111	06-13-94	12	09-20-12	Rossier Park School	\$50,310.00

*Includes transportation costs, if applicable.

SCHEDULE A

**STUDENT IN NONPUBLIC AGENCY UNDER EC 56030
Regular School Year 2012-2013**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC AGENCY	TOTAL CONTRACT COST*
SYS-0708057	04-21-94	12	09-20-12	Comprehensive Educational Services, Inc. dba: ACES	\$16,560.00
SYS-0708061	12-27-95	11	09-20-12	Comprehensive Educational Services, Inc. dba: ACES	\$12,360.00
SYS-0708080	03-01-91	12	09-20-12	Inclusive Education and Community Partnership	\$22,680.00

*Includes transportation costs, if applicable.

Field Trips

Board of Trustees

September 20, 2012

1. Katella High School–Athletics (8 female students); Kristen Goossens, adviser; Leticia Pulido (female), Jonalyn Smith (female), chaperones

To: Woodward Park, CA
Dates: October 6, 2012–October 8, 2012
Purpose: Clovis Cross Country Invitational
Expenses: ASB/Club Fundraisers: Registration, meals, accommodations
Parent/Student: Meals, transportation, accommodations
Other (XC account): Registration, transportation, 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



Commission on Teacher Credentialing

1900 Capitol Avenue Sacramento, CA 95811
Professional Services Division – Grant Programs

EXHIBIT P

August 14, 2012

AMENDED AWARD LETTER

Local Education Agency

Dianne Poore
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803-3520

Program Director

Maria Grant
CSU Fullerton, College of Education
Department of Secondary Education
800 N. State College Blvd.
Fullerton, CA 92834-6868

Subject: CSU, Fullerton Secondary (Grant #905)
State Fiscal Year 2012-2013

Section 42605 of the California Education Codes established a block grant appropriation for the Alternative Certification - Intern Program (Intern) Grant established under Section 44380 of the California Education Code. Your allocation under this grant is \$100,569.75 for fiscal year 2012-2013. This block grant funding will continue through 2014-2015. Grant funding for this program uses a 70-30 allocation model. Details of your grant are:

TOTAL GRANT	FIRST ALLOCATION (70%)	FINAL ALLOCATION (30%)
\$100,569.75	\$70,398.83	\$30,170.92

Local Education Agencies do have the flexibility to redirect grant funds to other educational purposes, once a public hearing has been completed.

Program Directors are asked to have participants sign into the 2012-2013 Participant (formerly known as the Consent) Database to provide information requested. The Participant Database will be used to allow survey responses for program evaluations, an important part of the program.

It is important that all of the information on the Grant Acceptance Form (GAC) is correct so that programs can be contacted in a timely manner. Correct and complete information on the GAC (especially emails). Please return the signed GACs to Grant Programs, Professional Services Division, Commission on Teacher Credentialing, 1900 Capitol Avenue, Sacramento, CA 95811-4213 (the address is on the bottom of the form) so that we can update our information.

Should you have questions regarding the program, please contact Karen Sacramento at ksacramento@ctc.ca.gov. If you have questions regarding the payments, please contact Jamison LaCasse at jlacasse@ctc.ca.gov.

Sincerely,

Teri Clark, Director
Professional Services Division

Enclosure



PROGRAM INFORMATION

Program Name CSU, Fullerton Secondary		Grant Number 905
Program Director Maria Grant		
Program Address CSU Fullerton, College of Education Department of Secondary Education 800 N. State College Blvd. Fullerton, CA 92834-6868		Phone (657) 278-5759
		Fax (657) 278-5518
		Email mgrant@fullerton.edu
PROGRAM DIRECTOR SIGNATURE: _____ DATE _____		
Granting Institution Mark Ellis		Phone 657-278-2745
		Email mellis@fullerton.edu

GRANT INFORMATION

TERM OF GRANT	TOTAL GRANT	FIRST ALLOCATION (70%)	FINAL ALLOCATION (30%)
7/1/12 to 6/30/13	\$100,569.75	\$70,398.83	\$30,170.92
PROGRAM CATEGORY (CODE & TITLE) Alternative Certification - Intern Program		RESOURCE CODE 6260	REVENUE OBJECT 8590
ITEM 6360-101-0001	AUTHORIZING STATUTE Education Code §44380-44386		FISCAL YEAR 2012-2013
COMMISSION PROGRAM MANAGER Karen Sacramento		PHONE NUMBER (916) 322-9464	EMAIL ADDRESS ksacramento@ctc.ca.gov

FISCAL AGENT INFORMATION

Name of Organization Anaheim Union High School District Acting as Fiscal Agent		CDS Code 3066423
Fiscal Agent Dianne Poore	Title Asst. Superintendent Business	
Fiscal Agent Address 501 Crescent Way Anaheim, CA 92803-3520		Phone (714) 999-5677
		Fax (714) 520-5741
		Email poore_d@auhsd.k12.ca.us
Authorized Representative Russell Lee-Sung Title Assistant Superintendent, Human Resources		Phone 714-999-1512
		Email Leesung@auhsd.k12.ca.us

Choose one:

Anaheim Union High School District (name of institution) held a Hearing on **September 20, 2012** and redirected the funds. (No program director signature is required).

On behalf of the grantee named above, I accept this grant award. I have read the Commission on Teacher Credentialing, Special Terms and Conditions dated July, 2011 contained in the grant award documents and I agree to comply with all requirements and will continue to support the program.

Signature of Fiscal Agent _____

Date _____

Contact information is posted at the CTC Intern website at https://info.ctc.ca.gov/fmi/xsl/InternContacts/region_all.xsl

Complete and Mail to:

Grant Programs, Professional Services Division
Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, CA 95811-4213

UNIVERSITY OF CALIFORNIA, IRVINE
STUDENT TEACHING AGREEMENT

EXHIBIT Q

THIS AGREEMENT entered into this 27th day of July, 2012, by and between the Regents of the University of California on behalf of the School of Education at the University of California, Irvine (hereinafter called the "University"), and the Anaheim Union High School District, of Orange County (hereinafter called the "District"). The term of this agreement shall commence on August 1, 2012, and shall continue thereafter until terminated by University or District on thirty (30) day's written notice to the other. Upon execution of this Agreement any previous Student Teaching Agreement between the parties will be automatically terminated. This Agreement contains the entire agreement between the parties and from the date specified above supersedes all prior written or oral agreements with respect to the subject matter herein.

WITNESSETH

WHEREAS, pursuant to the provisions of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of such institutions; and

WHEREAS, an agreement may provide for the payment in money or in services for the services rendered by the District of any amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;

I

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

The District shall provide teaching experience through practice teaching in schools and classes of the District. Such practice teaching shall be provided in the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

II

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding credentials issued by the California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the Districts or classes in which the practice teaching is provided.

The University will pay the District for the performance by the District of all services required to be performed by the District under this agreement as follows:

Payment to Mentor Teachers	
Program	Total Compensation Per Student Teacher
Multiple Subject Payment Fieldwork for 10 weeks (\$100) Student teaching for 10 weeks (\$150) Student teaching for 10 weeks (\$150)	\$400
Single Subject Payment Fieldwork for 10 weeks (\$50) Student teaching for 20 weeks (\$300) Academic Support Placement (\$50)	\$400
Spring Cohort Fieldwork for 10 weeks (\$200) Student teaching for 14 weeks (\$200)	\$400

III

An assignment of a student of the University to practice teaching in schools or classes of the District shall be, at the discretion of the University, either for approximately ten (10) weeks or for approximately twenty (20) weeks, but a student may be given more than one assignment by the University to practice teach in such District or classes.

The assignment of a student of the University to practice teach in the District shall be deemed to be effective for the purposes of this agreement as of the date posted on the assignment papers sent to the proper authorities of the District or other document generated by the University effecting such assignment, but not earlier than the date of such assignment as shown on such papers or other document.

IV

Within a reasonable time following the close of the academic term of the University of California, the District shall submit an invoice, in triplicate, to University for payment for practice teaching provided by the District under and in accordance with this agreement during said quarter.

The District shall generate an invoice, in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. University will pay the amount of such invoice from monies made available for such purposes by or pursuant to the laws of the State.

V

Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed, or amended in writing, by mutual consent of the parties hereto.

VI

Notwithstanding any other provisions of this agreement, University shall not be obliged by this agreement to pay the District any amount in excess of four hundred dollars (\$400) per student teacher.

VII

The University shall defend, indemnify and hold the District, its officers, agents and employees, harmless from and against any and all liability, loss, expense (including reasonable attorney's 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents or employees.

The District shall defend, indemnify and hold the University, its officers, agents and employees, harmless from and against any and all liability, loss, expense (including reasonable attorney's 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees.

Each party shall maintain in full force and effect, at its sole expense, comprehensive general liability insurance of not less than One Million Dollars.

VIII

The District in the performance of this Agreement shall be and act as an independent contractor. The District understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of University, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. The District shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to District employees.

ANAHEIM UNION HIGH SCHOOL DISTRICT:

By _____
Principal or Authorized Personnel Russell Lee-Sung, Assistant Superintendent, HR

THE REGENTS OF UNIVERSITY OF CALIFORNIA:

By Deborah Rome Vandell By Judith Coxsey
Chair Director, Credential Programs
School of Education School of Education

By [Signature] 8/6/12
Director
Materiel and Risk Management

Human Resources Division, Certificated Personnel

Board of Trustees
September 20, 2012

1. Resignations/Retirements, effective as noted:

Collins, Charles Clint; Resignation, 9/12/12

Grabowski, Jill; Resignation, 6/14/12

2. Employment:

A. Classroom Teachers/Permanent:

		<u>Column</u>	<u>Step</u>
Dieter, Roberta	8/23/12	4	11

B. Classroom Teachers/Temporary:

		<u>Column</u>	<u>Step</u>
Glenn, Mark	8/23/12	1	2
Jenkin, Michelle	8/23/12	1	2
Mercado, Efren	9/7/12	4	3
Mora, Paola	8/23/12	3	2
Uribe, Maria	9/13/12	3	7
Widera, Aaron	9/6/12	3	5

C. Vocational Counselors/Probationary:

		<u>Column</u>	<u>Step</u>
Faranda, Tom	8/21/12	3	11
Ornelas-Smith, Julie	8/21/12	3	8

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

Bashar, Tahmina	9/10/12
Burt, Robert	9/12/12
Calderon, Robert	9/6/12
Chavez, Blanca	8/27/12
Gandy, Lauren	8/30/12
Hackett, Bryan	9/19/12
Hauge, Corey	8/24/12
Leckey, James	8/27/12
Penales, Valerie	8/29/12
Perez, Brandon	9/4/12
Phelps, Thomas	9/6/12
Quarles, Jamie	9/6/12
Smith, Jacob	8/24/12

E. GASELPA Program Specialist:

		<u>Range</u>	<u>Step</u>
Vienna, Cara	8/31/12	31	2

Human Resources Division, Certificated Personnel

Board of Trustees
September 20, 2012

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3. Extra Service Compensation:

Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2012-13, effective as noted: (General Funds)

Brunet, David	8/27/12
Cooley, Kelly	8/27/12
Cornelius, Jeff	8/27/12
Cory, Shelly	8/27/12
Echolds, Steve	8/30/12
Heck, Tracy	8/27/12
Mai, Van	8/27/12
Montiel, Gerson	8/27/12
Ngo, Diana	9/10/12
Popejoy, Lise	8/27/12
Sanchez-Chavez, Blanca	8/30/12
Takehara, Shinichi	9/12/12

4. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Felix, Cecilia	3 6	4 6	8/23/12
Fitch, Dane	2 6	3 6	8/23/12
Fitch, Heather	2 6	3 6	8/23/12
Gamboa, Maria	3 9	4 9	8/23/12
Glenn, Mark	1 2	3 2	8/23/12
Grove, Kelly	3 5	4 5	8/23/12
Heida, Mallory	1 1	3 1	8/23/12
King, Elizabeth	3 10	4 10	8/23/12
Suarez, Gema	3 3	4 3	8/23/12

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

Alcaraz, Ivan	9/4/12	Knight, John	8/29/12
Alvarez, Ulysses	8/31/12	Lau, Charlene	8/20/12
Armstrong, Megan	9/4/12	Lopez, Andrea	8/28/12
Barsha, Anthony	9/7/12	Lorenzana-Alaniz, Sylvia	8/29/12
Cheney, Kendall	8/28/12	Martinez, Laura	9/6/12
Clingman, Mayra	8/30/12	Miller-Kohn, Casey	8/31/12
Denkers, Georgia	8/25/12	Murray, Dean	9/6/12
Erazo, Holly	8/20/12	Myer, David	8/25/12
Ethington, Lisa	9/8/12	Nelson, Noel	9/8/12
Fagundes, Steven	8/28/12	Orozco, Gabriela	8/25/12
Hernandex, Brenda	8/31/12	Orozco, Salvador	8/23/12
Hoenisch, Brake	8/31/12	Ortega, Leslie	8/31/12
Iverson, Karen	8/30/12	Ortiz, Jr., Evaristo	8/31/12
Jang, Hee Do	8/28/12	Peters, Kenneth	8/27/12
Jensen, Jeffrey	9/7/12	Peterson, Due	8/27/12
Kaufman, Hagar	8/29/12	Peterson, Sue	8/27/12

Human Resources Division, Certificated Personnel

Board of Trustees
September 20, 2012

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Rao, Saarika	8/29/12	Taylor, Michael	9/5/12
Sasai, Marilyn	8/30/12	Tenno, Jeanne	8/29/12
Silva, Eric	8/28/12	Vanotti, Katitlyn	8/29/12
Sorg, Elizabeth	8/31/12	Varnum, Richard	9/7/12
Stevenson, Mary Jane	8/29/12	Wetzel, Elizabeth	8/30/12

6. Extra Service Specialists, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
Garcia, Befael Asst. Band Director	2,463	Year	8/23/12
<u>Cypress</u>			
Arenas, Rafael Asst. Band Director	\$2,463	Year	8/23/12
Dunlap, Brent Colorguard	\$4,216	Year	8/23/12
Felicetti, John Softball, Head Varsity	\$3,249	Season	2/24/12
Hirschy, Megan Drill Team	\$4,216	Year	8/23/12
Jackson, Norma Jazz Band Director	\$1,188	Year	8/23/12
Scott-Sawyer, Shari Accompanist/Assistant Activities Director	\$2,000	Year	8/23/12
Walker, Rob Golf, Girls, JV	\$2,339	Season	8/31/12
<u>Katella</u>			
DiPalma, Don Football, Asst. Varsity	\$2,766	Season	8/31/12
Hernandez, Richard Drill Team	\$4,216	Year	8/23/12
Herrera, Joseph Football, JV	\$2,596	Season	8/31/12
Johnson, Francis Asst. Trainer	\$961	Season	8/31/12
Johnson, Francis Asst. Trainer	\$961	Season	11/19/12

Human Resources Division, Certificated Personnel

Board of Trustees
September 20, 2012

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Reeder, Kurt Accompanist	\$1,275	Year	8/23/12
Reno, Vanessa Golf, Head Varsity	\$2,339	Season	8/31/12
Thompson, Deborah Certified Athletic Trainer	\$3,249	Season	8/31/12
Thompson, Deborah Certified Athletic Trainer	\$3,249	Season	11/19/12
<u>Loara</u> Landeros Lopez, Ali Waterpolo, Varsity	\$2,339	Season	8/31/12
<u>Oxford</u> Ambatali, Sheika Tennis, Frosh/Soph	\$2,339	Season	8/31/12
Armstrong, Sandra Athletic Trainer	\$3,249	Season	8/31/12
Chew, Richard Volleyball, Varsity	\$2,596	Season	8/31/12
Kim, Roi Volleyball, Frosh/Soph	\$2,339	Season	8/31/12
Parsons, Bernie Band, Junior High	\$2,463	Year	8/23/12
Parsons, Bernie Jazz Band, High School	\$1,188	Year	8/23/12
Rulison, Richard Cross Country, Girls, Varsity	\$2,596	Season	8/31/12
Williams, Casey Football, 7th Grade	\$961.50	Quarter	9/4/12
<u>Savanna</u> Bowen, Robert Asst. Band Director	\$2,463	Year	8/23/12
Gaze, Robbie Wrestling, Head Varsity	\$3,249	Season	11/19/12
Gaze, Robbie Wrestling, JV	\$2,596	Season	11/19/12

Human Resources Division, Certificated Personnel

Board of Trustees
September 20, 2012

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Houghtling, Sam Waterpolo, Asst. Frosh/Soph	\$2,339	Season	8/31/12
Martinez, Jaime Wrestling, Frosh/Soph	\$2,596	Season	11/19/12
Mendia, Peter Football, Asst. Frosh/Soph	\$2,339	Season	8/31/12
Weed, Pamela Song/Cheer	\$3,846	Year	8/23/12
<u>Sycamore</u> Hendrickson, Erick Accompanist	\$967	Year	8/23/12
<u>Western</u> Escobedo, Margaret Tennis, Asst. Frosh/Soph	\$1,169.50	Season	8/31/12
McIntyre, Viviana Cross Country, Girls, Head Varsity	\$2,596	Season	8/31/12
McMorris, Constance Tennis, Asst. Frosh/Soph	\$1,169.50	Season	8/31/12

Human Resources Division, Classified Personnel

Board of Trustees
September 20, 2012

1. Retirements/Resignations/Terminations, effective as noted:

Canchola, Theresa, School Library/Media Technician, 12/26/12, retirement
Cooley, Kathleen, School Library/Media Technician, 12/17/12, retirement
Lindemeyer, Sandra, School Library/Media Technician, 11/27/12, retirement
Spitz, Stefani, Instructional Assistant – Specialized Academic Instruction, 6/13/12

2. Employment and Promotions, effective as noted: Range/Step

Effective

Brandon, Patricia Ann Substitute Graphic Arts Technician, Graphic Arts	59/01	09/07/2012
Ballard, Steven Sr. (Revised) Substitute Custodian, Various	48/01	08/20/2012
Castellanos-Luna, Jazmin Substitute Secretary – Program Support/Bilingual, Various	53/01	09/07/2012
Saldivan, David Substitute Warehouse Worker – Central Service, Various	51/01	09/05/2012
Flores, Lorenzo Substitute Instructional Assistant – Severally Handicap, Various	43/01	08/27/2012
Forbes, Terence Substitute Athletic Facilities Worker I, Various	49/10	08/20/2012
Gamboa, Maria (Revised) Food Service Assistant II, Katella	49/05	08/27/2012
Garza, Omar Substitute Instructional Assistant – Severally Handicap, Various	51/01	08/27/2012
Greco, Stephanie Instructional Assistant – Behavior Support, Sycamore	51/01	08/27/2012
Ibardolaza, Rhea Instructional Assistant – Behavior Support, South	51/01	09/04/2012
Jemerson, Troy Food Service Assistant II, Western	49/01	08/27/2012
Judge, Juanita Substitute Accounting Technician, Accounting	57/01	08/20/2012
Manchanda, Sakashi Instructional Assistant – Behavior Support, Dale	51/01	08/27/2012
Mauldin, Adam ASB Extra Service Worker, Cypress	03/01	08/23/2012

Human Resources Division, Classified Personnel

Board of Trustees
September 20, 2012

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McCarrick, Brittany ASB Extra Service Worker, Cypress	03/01	08/23/2012
Monson, Shelby APAC Dance Avid Student Worker, Anaheim	04/01	08/20/2012
Mugica, Judith Substitute Instruction Assistant – Severally Handicap, Various	43/10	08/27/2012
Oregel, Angelica Avid Tutor II, Anaheim Independent Learning Center	04/01	08/27/2012
Parra, Robert T. Warehouse Worker Nutrition Service, Food Services	51/01	09/11/2012
Pearce, Anna-Marie Speech Language Pathology Assistant, Special Youth Services	57/05	09/04/2012
Porras Jr, Carlos Substitute Instructional Assistant, Severally Handicap, Various	43/01	08/27/2012
Porter, Holleigh Instructional Assistant – Behavior Support, Community Day School	51/01	08/27/2012
Ruiz, Mayra Instructional Assistant Bilingual – Spanish, Brookhurst	47/07	09/17/2012
Ruiz, Mayra Substitute Instructional Assistant – Severally Handicap, Various	43/01	08/27/2012
Vosseler, Elizabeth Instructional Assistant – Behavior Support, Ball	51/01	08/27/2012
Wallace, Julia Instructional Assistant – Behavior Support, Magnolia	51/01	08/27/2012
Zaragoza – Lopez, Jose Instructional Assistant – Behavior Support, Cypress	51/01	08/27/2012

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

	<u>Effective</u>
Garcia, Jose Luis	09/12/2012
Lemus, Juan	09/10/2012
Longo, Nicholas	09/10/2012
Reed, Nathaniel	09/11/2012
Reyes, Jacqueline	09/12/2012
Robles, Gilberto	09/11/2012
Squires, John	09/03/2012
Temple, Barbara	09/10/2012
Toscano, Aide	09/03/2012

ANAHEIM UNION HIGH SCHOOL DISTRICT

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

BOARD OF TRUSTEES
Minutes
Thursday, April 19, 2012

UNADOPTED

1. **CALL TO ORDER–ROLL CALL**

President Anna L. Piercy called the meeting of the Anaheim Union High School District Board of Trustees to order at 2:30 p.m.

Present: Anna L. Piercy, president; Brian O'Neal, assistant clerk; Katherine H. Smith and Jordan Brandman, members; Elizabeth I. Novack, superintendent; Paul Sevillano and Russell Lee-Sung, assistant superintendents; and Jeff Riel, District counsel.

Absent: Dianne Poore, assistant superintendent.

2. **ADOPTION OF AGENDA**

Staff requested the following amendments to the agenda.

On item 10.3, line 2, change the year from 2011 to 2012.

Replace Exhibit I; the change is located at the top of page 2, the term of the agreement was corrected to read, "the term of this agreement shall be for one year..."

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 2:31 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 6:00 p.m.

5.2 **Pledge of Allegiance and Moment of Silence**

Daniel Lunt, 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**

Mrs. Piercy introduced Joanne Fawley, ASTA; Russ Earnest, ALTA; Gerry Adams, AFSCME; Lisa Rockwell and Steve Gonzales, APGA; Cindy Mendoza, ASCPTA; Sharon Yager, CSEA; and Chuck Darrington, AUHSD personnel commissioner.

7. REPORTS

7.1 **Closed Session**

Assistant Clerk Brian O'Neal reported the following actions taken during closed session.

7.1.1 No reportable action taken regarding public employee performance evaluation.

7.1.2 No reportable action taken regarding negotiations.

7.1.3 No reportable action taken regarding personnel.

7.1.4 Pursuant to Government Code Section 54956.9 (a), the Board of Trustees unanimously voted to approve the settlement agreement in OAH Case No. 20122010409, resolving all outstanding issues by providing the student up to 75 hours of compensatory education services and reimbursement of \$8,000 for educationally related fees and costs.

7.1.5 The Board of Trustees took formal action to approve the expulsion of all students listed on the closed session agenda.

1. 11-106 under Education Code 48900(c), 48915(a)(3), 48915(b)(1)
2. 11-107 under Education Code 48900(g), 48900(k), 48915(b)(1)
3. 11-108 under Education Code 48900(a)(1), 48900(k), 48915(b)(1)
4. 11-109 under Education Code 48900(k), 48900.4, 48915(a)(5), 48915(b)(1)
5. 11-110 under Education Code 48900(b), 48915(a)(2), 48915(b)(2)
6. 11-111 under Education Code 48900(k), 48915(b)(1)
7. 11-112 under Education Code 48900(c), 48915(a)(3), 48915(b)(2)
8. 11-113 under Education Code 48900(c), 48915(c)(3)
9. 11-114 under Education Code 48900.4, 48915(b)(2)
10. 11-115 under Education Code 48900(b), 48900(c), 48900(j), 48915(a)(2), 48915(a)(3)
11. 11-116 under Education Code 48900(c), 48915(c)(3)
12. 11-118 under Education Code 48900(f), 48900(i), 48900(k), 48915(b)(1)
13. 11-119 under Education Code 48900(c), 48900(k), 48915(a)(3), 48915(b)(2)
14. 11-120 under Education Code 48900(b), 48915(a)(2), 48915(b)(2)
15. 11-121 under Education Code 48900(c), 48915(a)(3), 48915(b)(2)
16. 11-122 under Education Code 48900(c), 48915(a)(3), 48915(b)(1)
17. 11-123 under Education Code 48900(k), 48915(b)(1)
18. 11-124 under Education Code 48900(k), 48915(b)(1)
19. 11-126 under Education Code 48900(k), 48915(b)(1)
20. 11-127 under Education Code 48900(c), 48915(b)(1)
21. 11-128 under Education Code 48900(c), 48915(a)(3), 48915(c)(3)
22. 11-129 under Education Code 48900(j), 48900(k), 48915(b)(1)
23. 11-130 under Education Code 48900(i), 48900(k), 48915(b)(1)
24. 11-131 under Education Code 48900(k), 48915(b)(1)
25. 11-132 under Education Code 48900(f), 48900(k), 48915(b)(1)
26. 11-133 under Education Code 48900(f), 48900(j), 48900(k), 48915(b)(1)

7.1.6 The Board of Trustees took formal action to approve the readmission of students 10-189, 10-251, and 10-275.

7.2 **Principal's Report**

Mr. Lunt presented a report on Western High School.

7.3 **ASCPTA Report**

Cindy Mendoza, ASCPTA president, reported on activities throughout the District including inviting everyone to the Advocacy Roundtable. She also commented on the Young Women Careers Conference and the AUHSD Color and Light show. Additionally, Ms. Mendoza discussed the upcoming PTA Convention.

Maureen Christensen reported on the PTA Convention and noted the attendance of all of our principals.

7.4 **Reports of Associations**

Joanne Fawley, ASTA president, reported on the many partnerships that ASTA has established with the District.

7.5 **Student Representative's Report**

Student Ambassador Mario Gonzalez substituted for Student Representative to the Board of Trustees John Yergler. Mario reported on school activities throughout the District. He also reported on the recipients of the Gates Millennium Scholarship.

7.6 **District Update**

Public Information Officer Pat Karlak presented highlights on events throughout the District.

8. **PRESENTATIONS**

8.1 **Anaheim Union High School District Teachers of the Year**

The Board of Trustees recognized Teachers of the Year Kris Kough, Ann Rice, and Ryan Ruelas, who were among the 19 teachers identified as the Anaheim Union High School District's Teachers of the Year for 2011-12. The three were selected to represent the District as Teachers of the Year for Orange County.

8.2 **Every Student Succeeding Award**

The Board of Trustees honored Orangeview Junior High School student Ariana Trinidad, who was selected to receive the Association of California School Administrators' (ACSA) Every Student Succeeding Award. In recognition of her achievement, Ariana received a certificate, a cash award, and a medallion presented at the Orange County Department of Education awards ceremony.

8.3 **CIF and National Wrestling Champions**

The Board of Trustees recognized two (2) high school wrestling students, Kaylee Chevez from Savanna High School and Paul Yoo from Cypress High School. Kaylee placed third in the CIF State Wrestling Championships, third in the National Wrestling Tournament, and was named an All American Athlete. Paul Yoo was CIF Masters Champion and placed third in the CIF State Wrestling Championships.

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

9.1 Thomas "Hoagy" Holguin discussed his opposition to SB 48. He said AB 1756 (Knight) and AB 2546 (Donnelly) are options and requested the Board of Trustees consider supporting these two (2) bills.

10. **ITEMS OF BUSINESS**

10.1 **Public Hearing Concerning Candidates for the Provisional Appointment to the Board of Trustees**

Mrs. Jan Harp Domene, clerk of the Board of Trustees, passed away on February 27, 2012, creating a vacancy on the five-member Board of Trustees of the District. The Board voted on March 8, 2012, to fill Mrs. Harp Domene's position by making a provisional appointment. The process for making a provisional appointment to the Board is outlined in Education Code Sections 5090-5095 and Board Policies 10221 and 10111. Board policy requires that additional input be accepted concerning the candidates for the provisional appointment from any patron of the District, in writing to the Board president, or at a public meeting of the Board. This public hearing was scheduled to provide such an opportunity.

The following persons have met the residency requirement, as well as the notification and submission deadlines, to be considered for the provisional appointment to the Board:

John Alvis	Rod Hall
Maureen Christensen	Kenneth Jenks
Dominic Daddario	Art Montez
Helena De Coro	Annemarie Randle-Trejo
Lori Dinwiddie	Forrest Turpen
Greg Domene	Shanin Ziemer
Jackie Filbeck	

The Board of Trustees will meet on April 25, 2012, at 5:00 p.m. to interview the candidates. On April 26, 2012, at 5:00 p.m., the Board will meet to appoint the new member to the Board of Trustees. The public is invited to attend both of these meetings.

On the motion of Mr. O'Neal, the public hearing was opened at 7:02 p.m.

- 10.1.1 Gary Honeycutt spoke in support of Helena De Coro.
- 10.1.2 Dennis Dittmer spoke in support of Mrs. De Coro.
- 10.1.3 Mariellen Sereno spoke in support of Maureen Christensen.
- 10.1.4 Charles Darrington spoke in support of Maureen Christensen.
- 10.1.5 Triseen McCormack spoke in support of Helena De Coro.
- 10.1.6 Hector Arias spoke in support of Helena De Coro.
- 10.1.7 Joanne Fawley spoke in support of Greg Domene.
- 10.1.8 Irv Trinkle spoke in support of John Alvis.
- 10.1.9 Jim Jenks spoke in support of Ken Jenks.

- 10.1.10 Jean Rahib spoke in support of Annemarie Randle-Trejo.
- 10.1.11 Armando Cortez spoke in support of Annemarie Randle-Trejo.
- 10.1.12 Carolyn Carpenter spoke in support of Lori Dinwiddie.
- 10.1.13 James Dinwiddie spoke in support of Lori Dinwiddie.
- 10.1.14 Shawna Walker spoke in support of Lori Dinwiddie.
- 10.1.15 Jonathon Dinwiddie spoke in support of Lori Dinwiddie.
- 10.1.16 Mikayla Walker spoke in support of Lori Dinwiddie.
- 10.1.17 Henry Sissie spoke in support of Lori Dinwiddie.

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees closed the public hearing at 7:45 p.m.

10.2 **Program Improvement Update**

Dr. Paul Sevillano, assistant superintendent, Educational Services, presented information on the Program Improvement (PI) Year Three Mid-Year Evidence of Progress report that was submitted to the California Department of Education in March 2012. The report described the recent progress the District has made to address the focus areas identified by the District Assistance and Intervention Team (DAIT).

A discussion followed.

Mr. Brandman exited the meeting at 7:45 p.m. and returned to the meeting at 7:49 p.m.

10.3 **Resolution No. 2011/12-BOT-04, Earth Day**

On the motion of Mr. O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2011/12-BOT-04 declaring April 22, 2012, Earth Day. Earth Day aims to inspire awareness of and appreciation for Earth's environment. The day recognizes individual and corporate pledges to live and act sustainably.

The roll call vote follows.

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

10.4 **Resolution No. 2011/12-HR-10, Day of the Teacher**

On the motion of Mr. O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2011/12-HR-10 declaring May 9, 2012, Day of the Teacher. Teachers will be recognized for their dedication and hard work in preparing our students for success in the future.

The roll call vote follows.

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

10.5 **Resolution No. 2011/12-HR-11, National School Nurse Day**

On the motion of Mr. O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2011/12-HR-11 declaring May 9, 2012, National School Nurse Day. The Board recognized the contributions that school nurses make every day to improve the health and success of our nation's children. National School Nurse Day accentuates the school nurse's vital role in promoting wellness now to ensure healthy futures.

The roll call vote follows.

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

10.6 **Resolution No. 2011/12-B-19, Close Adult Education Fund, and Resolution No. 2011/12-B-20, Close Deferred Maintenance Fund**

On the motion of Mr. O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2011/12-B-19, Adult Education Fund, and Resolution No. 2011/12-B-20, Deferred Maintenance Fund, to close the funds at the Orange County Treasurer's Office, so no additional transactions can occur through them.

The roll call vote follows.

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

10.7 **Resolution No. 2011/12-HR-09, Reduction in Force-Classified Personnel (Categorical)**

On the motion of Mr. O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2011/12-HR-09 to reduce or discontinue particular kinds of supplemental classified personnel services, pursuant to Education Code Sections 45117 and 45308. This action was necessitated by the state-wide budget crisis and significant reductions in District categorical revenues.

The roll call vote follows.

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

10.8 **Memorandum of Understanding, Pearson Education, Inc.**

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees ratified the memorandum of understanding (MOU) between Anaheim Union High School District and Pearson Education, Inc. to pilot two online California High School Exit Exam (CAHSEE) preparation programs, "MathXL for School" and "My Foundations Lab." These mastery-based programs assess and develop the basic skills that students need to become grade-level proficient in reading, writing, and mathematics. The pilot will target seniors who have not passed one or both parts of the CAHSEE. Participating schools include Anaheim, Gilbert, Katella, Loara, Magnolia, Savanna, and Western high schools. Services are being provided March 29, 2012, through June 30, 2012, at no cost to the District.

10.9 **Agreement, Environmental Network Corporation**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees approved a one-year agreement with Environmental Network Corporation. The consultant will perform Hazardous Abatement and Inspection Consulting Services for EPA/AHERA required inspections at all District sites, at a cost not to exceed \$45,000 per year, and

miscellaneous hazardous abatement consulting services for construction projects at various sites, at a cost not to exceed \$60,000 per year. Services will be provided April 20, 2012, through April 20, 2013. (Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

10.10 **Agreement, Twining, Inc.**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees approved a one-year agreement with Twining, Inc. The consultant will provide material testing services and geotechnical soils inspections. Various construction and maintenance projects require these types of services. Services will be provided April 20, 2012, through April 20, 2013, at a cost not to exceed \$70,000. (Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

10.11 **General Retainer Agreement, Olson, Hagel & Fishburn**

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees approved a general retainer agreement with the law firm of Olson, Hagel & Fishburn, for legal services in the event of litigation or the need for representation in any negotiations or legislative advocacy resulting from the County of Orange's reallocation of property tax revenues. The reallocation of property taxes resulted in a decrease of approximately \$73.5 million on property taxes to school districts and community college districts in Orange County. While the state of California agreed to backfill and increase state apportionments to school districts in Orange County, there is a strong likelihood that the state of California will file a lawsuit against the County of Orange to recover the \$73.5 million and void the recalculation of property tax returns. In order to protect the interests of school districts, the Orange County Department of Education recommended districts hire outside counsel. The law firm of Olson, Hagel & Fishburn was chosen through a Request for Proposal (RFP) process, and the Orange County Superintendent of Schools agreed to provide the first \$10,000 in attorneys' fees. School districts would share the remaining cost on a pro rata basis based on the Average Daily Attendance (ADA) of each school district. District cost for legal fees would be 6.7 percent based on 31,532 ADA. (General Funds)

10.12 **Lincoln Avenue Properties**

The Board of Trustees discussed the property located between Ohio Street and Illinois Street on the north side of Lincoln Avenue, Anaheim, California. There are several contiguous properties along this corridor of Lincoln Avenue that are directly adjacent to Anaheim High School. All of the properties are privately owned except for one parcel that is owned by the city of Anaheim. Several of the properties are vacant. The Board of Trustees discussed the properties and/or interest in pursuing acquisition of the properties for District use. Representatives from the city of Anaheim, private property owners, and staff were available for questions.

Mr. John Woodard, city of Anaheim, presented an overview of the project.

Attorney Doug Yeoman presented the legal aspects of purchasing the property.

Mr. Bill Taormina discussed the future acquisition of the property.

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, with the exception of item 11.15, pulled by Mrs. Smith for discussion.

11.1 **Educational Consulting Agreement, Orange County Human Relations Council**

The Board of Trustees approved the educational consulting agreement with the Orange County Human Relations Council to provide training to Servite High School staff and students. The District is required to extend certain federal categorical program resources to private schools. The Orange County Human Relations Council will assist in the development of improved interethnic relations at Servite High School. Services include leadership orientation, task formation, all-day student retreats, faculty workshops, planning and implementation of parent outreach and involvement strategies, assistance in the planning of school-wide projects, and student conflict resolution and anger management training. Services will be provided September 1, 2012, through June 30, 2013, at a cost not to exceed \$4,000. (Title II Funds)

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

The Board of Trustees ratified the agreement with the Orange County Superintendent of Schools and the District for the implementation of Positive Behavior Intervention and Support (PBIS) strategies at selected District campuses. In the 2011-12 year, this agreement will provide funding from the Orange County Superintendent of Schools for teams from Community Day School, Anaheim High School, Katella High School, and Western High School to participate in leadership training for the implementation of PBIS at each campus. PBIS strategies utilize positive behavior supports to complement each school's discipline plan with the intended goal to teach students appropriate behavior through positive reinforcement strategies. Each of the four schools will be reimbursed \$3,000, for a total cost not to exceed \$12,000, to pay for substitutes and consultant fees for each leadership team to participate in these workshops. Services are being provided September 13, 2011, through June 30, 2012, at no cost to the District.

11.3 **Amendment, Orange County Superintendent of Schools**

The Board of Trustees approved the amendment with the Orange County Superintendent of Schools and the District for the implementation of Positive Behavior Intervention and Support (PBIS) strategies at selected District campuses. This amendment will provide funding from the Orange County Superintendent of Schools for school teams from Katella High School and Gilbert High School to participate in accelerated leadership training for the implementation of PBIS on each campus. Katella and Gilbert high schools applied for and were awarded an accelerated application, allowing those schools to be included in the original cohort, thus requiring this amendment. PBIS strategies utilize positive behavior supports to complement each school's discipline plan with the intended goal to teach student's appropriate behavior through positive reinforcement strategies. PBIS grant funding will allocate \$3,300 to pay for substitutes for each school's leadership team to participate in these workshops and trainings. Services will be provided April 20, 2012, through June 30, 2012, at no cost to the District.

11.4 **Agreement, Biola University**

The Board of Trustees approved the agreement with Biola University for student teaching, September 1, 2012, through September 1, 2014. University students will meet with school site master teachers to be involved in the student's preparation for student teaching. This agreement provides opportunities for the student teacher to observe, participate, assist, and teach in the master teacher's classroom for one semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as

discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. Services provided are at no cost to the District.

11.5 **Agreement, Knowland Construction Services**

The Board of Trustees approved the agreement with Knowland Construction Services, April 20, 2012, through April 20, 2013. The consulting firm provides Division of the State Architect (DSA) Inspector of Record services for the District. The agreement is necessary to provide inspection services for a number of essential projects that will be undertaken over the next few months, at a cost not to exceed \$170,000. (Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

11.6 **Williams Site Review, Second Quarter Report, School Facility Needs**

The Board of Trustees accepted the Williams Site Review report for the second quarter of the 2011-12 school year. This report represents activity implemented by the Orange County Department of Education to identify deficient facility conditions during October, November, and December 2011. All items reported have been corrected or are in the process of being corrected.

11.7 **2011-12 Third Quarterly Report, Williams Uniform Complaints**

The Board of Trustees accepted the Williams Uniform Complaints Third Quarterly Report, January 1, 2012, through March 31, 2012, as required by Education Code Section 35186. The report will be submitted to the Orange County Department of Education. The report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction and services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12th grade. There were no complaints during this quarter.

11.8 **Selection of Members of Commission on Professional Competence for Discipline of a Certificated Employee**

The Board of Trustees approved the superintendent's recommendation of the selection of James Vaughan, an employee of Corona-Norco Unified School District, to serve as one of three members of a Commission on Professional Competence to judge the conduct of a certificated employee under charges of misconduct, as required by Education Code Section 44944(b)(1).

11.9 **Rejection of Liability Claim**

The Board of Trustees rejected a liability claim that was filed on March 23, 2012, and it was identified as AUHSD 12-09 (Tort Claim 310). After review, staff determined that the claim was not a proper charge against the District and authorized staff to send the notice of rejection.

11.10 **Rejection of Liability Claim**

The Board of Trustees rejected a liability claim that was filed on March 27, 2012, and it was identified as AUHSD 12-10 (Tort Claim 309). After review, staff determined that the claim was not a proper charge against the District and authorized staff to send the notice of rejection.

11.11 **Instructional Materials Submitted for Adoption**

The Board of Trustees adopted the selected instructional materials. The Instructional Materials Review Committee recommended the selected books for a culinary arts course. The books have been made available for public review.

11.12 **Individual Service Contracts**

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

11.13 **Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale, or Destruction**

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale, or destruction, and authorized proper disposal.

11.14 **Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale, or Destruction**

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction, as surplus, and authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510.

11.15 **Field Trip Report**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved/ratified the field trip report as submitted.

11.16 **Certificated Personnel Report**

The Board of Trustees approved/ratified the certificated personnel report as submitted.

11.17 **Classified Personnel Report**

The Board of Trustees approved/ratified the classified personnel report as submitted.

11.18 **Purchase Order Detail Report**

The Board of Trustees ratified the purchase order detail report, March 13, 2012, through April 9, 2012.

11.19 **Check Register/Warrants Report**

The Board of Trustees ratified the check register/warrants report, March 13, 2012, through April 9, 2012.

11.20 **Donations**

The Board of Trustees accepted the donations as listed.

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
District Walker	Jeff Nist PTA	1983 Ford pick-up parts \$2,000

12. **SUPPLEMENTAL INFORMATION**

Associated Student Body Fund, January 2012

13. **SUPERINTENDENT AND STAFF REPORT**

Dr. Novack congratulated Mr. Russell Lee-Sung for being recognized as the Human Resources Orange County Administrator of the Year.

Dr. Sevillano reported on the Learning Walks, which began today.

Mr. Lee-Sung shared that he is very proud to represent the District as the recipient of the Orange County Administrator of the Year.

14. **BOARD OF TRUSTEES' REPORT**

Mr. Brandman said he attended the WAND meeting, YMCA Good Friday breakfast, AUHSD Foundation meeting, Insurance Committee meeting, ROP meeting, and Color and Light show.

Mrs. Smith stated the Color and Light show was remarkable.

Mr. O'Neal commented on his attendance at the ROP meeting, Design and Build event, South and Orangeview junior high school Open Houses, and the La Palma State of the City Luncheon.

Mrs. Piercy noted her visit to Oxford Academy, the Color and Light show, the Insurance Committee meeting, the La Palma State of the City Luncheon, and a Western High School faculty meeting.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, May 10, 2012, at 6:00 p.m. Additionally, the Learning Summit special meeting will take place on May 2, 2012, at 9:00 a.m.

Thursday, May 31
Thursday, June 21
Thursday, July 12

Thursday, August 16
Thursday, September 6
Thursday, September 20

Thursday, October 11
Thursday, November 1
Thursday, December 6

15.2 **Suggested Agenda Items**

There were no suggested agenda items at this time.

16. **ADJOURNMENT**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:45 p.m.

Approved _____
Assistant Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

**BOARD OF TRUSTEES
Special Meeting Minutes
Wednesday, April 25, 2012**

UNADOPTED**1. CALL TO ORDER–ROLL CALL**

President Anna L. Piercy called the special meeting of the Anaheim Union High School District Board of Trustees to order at 5:00 p.m.

Present: Anna L. Piercy, president; Brian O’Neal, assistant clerk; Katherine H. Smith and Jordan Brandman, members; Elizabeth I. Novack, superintendent; Paul Sevillano, Dianne Poore, and Russell Lee-Sung, assistant superintendents; and Jeff Riel, District counsel.

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 Anna L. Piercy led the Pledge of Allegiance to the Flag of the United States of America.

4. PUBLIC COMMENTS, OPEN SESSION ITEMS

There were no requests to speak.

5. ITEM OF BUSINESS**Candidate Interviews for the Provisional Appointment to the Board of Trustees**

Mrs. Jan Harp Domene, clerk to the Board of Trustees, passed away on February 27, 2012, creating a vacancy on the five-member Board of Trustees of the District. The Board voted on March 8, 2012, to fill Mrs. Harp Domene’s position by making a provisional appointment to the Board, as outlined in Education Code Sections 5090-5095 and in Board Policies 10221 and 10111.

The following persons have met the residency requirement, as well as the notification and submission deadlines to be considered for the provisional appointment:

John Alvis	Maureen Christensen	Dominic Daddario
Helena De Coro	Lori Dinwiddie	Greg Domene
Jackie Filbeck	Rod Hall	Kenneth Jenks
Art Montez	Annemarie Randle-Trejo	Forrest Turpen
Shanin Ziemer		

The Board conducted a structured interview with each candidate at this meeting to help them make a decision on the actual appointment, which is scheduled to be discussed and

acted upon at the Board of Trustees' meeting on Friday, April 27, 2012, at 5:00 p.m., during open session, in the District Board Room.

President Piercy called a recess at 5:10 p.m. and reconvened the meeting at 5:30 p.m.

The interviews followed according to the schedule below.

Jackie Filbeck
Annemarie Randle-Trejo
Greg Domene
Art Montez
Forrest Turpen
Dominic Daddario

President Piercy called a recess at 7:14 p.m. and reconvened the meeting at 7:51 p.m.

Kenneth Jenks
Helena De Coro
John Alvis
Lori Kay Dinwiddie
Maureen Christensen
Rod Hall

President Piercy called a recess at 9:15 p.m. and reconvened the meeting at 9:35 p.m.

Shanin Ziemer

6. **ADJOURNMENT**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:46 p.m.

Approved _____
Assistant Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

**BOARD OF TRUSTEES
Special Meeting Minutes
Friday, April 27, 2012**

UNADOPTED

1. CALL TO ORDER—ROLL CALL

President Anna L. Piercy called the special meeting of the Anaheim Union High School District Board of Trustees to order at 4:00 p.m.

Present: Anna L. Piercy, president; Brian O'Neal, assistant clerk; Katherine H. Smith and Jordan Brandman, members; Elizabeth I. Novack, superintendent; Paul Sevillano and Dianne Poore assistant superintendents; and Jeff Riel, District counsel.

Mr. Lee-Sung, assistant superintendent, entered the meeting at 4:01 p.m.

2. ADOPTION OF AGENDA

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

3. PLEDGE OF ALLEGIANCE

Board President Anna L. Piercy led the Pledge of Allegiance to the Flag of the United States of America.

4. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

5. CLOSED SESSION

The Board of Trustees entered closed session at 4:02 p.m.

6. RECONVENE MEETING AND REPORT OUT FROM CLOSED SESSION**6.1 Reconvene Meeting**

The Board of Trustees reconvened the meeting at 5:00 p.m.

6.2 Closed Session

Assistant Clerk Brian O'Neal reported the following actions taken during closed session.

6.2.1 No formal action taken regarding negotiations.

6.2.2 No formal action taken regarding personnel.

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

There were no requests to speak.

8. **ITEMS OF BUSINESS**

8.1 **Resolution No. 2011/12-HR-12, Classified Reduction in Force**

On the motion of Mr. O’Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2011/12-HR-12, Classified Reduction in Force to reduce or discontinue particular kinds of classified personnel services, pursuant to Education Code Sections 45117 and 45308. This action was necessitated by the state-wide budget crisis and significant reductions in District revenues.

The roll call vote follows.

Ayes: Trustees Brandman, Smith, O’Neal, and Piercy

8.2 **Provisional Appointment to the Board of Trustees**

On the motion of Mr. O’Neal, duly seconded and unanimously carried, following a lengthy discussion, Trustees shared their views on the candidates for the provisional appointment to the Board of Trustees.

Mrs. Jan Harp Domene, clerk to the Board of Trustees, passed away on February 27, 2012, creating a vacancy on the five-member Board of Trustees of the District. The Board voted on March 8, 2012, to fill Mrs. Harp Domene’s position by making a provisional appointment. The Board sought qualified candidates for the appointment, consistent with the procedures outlined in Education Code Sections 5090-5095 and Board Policies 10221 and 10111.

The persons listed below met the residency, notification, and submission deadlines to be considered for the provisional appointment to the Board and were interviewed for the position at a special Board meeting on April 25, 2012.

Candidates for the Provisional Appointment to the Board of Trustees:

John Alvis	Maureen Christensen	Dominic Daddario
Helena De Coro	Lori Dinwiddie	Greg Domene
Jackie Filbeck	Rod Hall	Kenneth Jenks
Art Montez	Annemarie Randle-Trejo	Forrest Turpen
Shanin Ziemer		

On the motion of Mr. Brandman and duly seconded, he nominated Mr. Greg Domene for the provisional appointment to the Board of Trustees. A lengthy discussion ensued.

The vote for Mr. Domene follows.

Ayes: Trustees Brandman and Piercy

Noes: Trustees O’Neal and Smith

The motion died on the table for lack of a majority vote.

On the motion of Mr. O'Neal and duly seconded, he nominated Mr. John Alvis for the provisional appointment to the Board of Trustees. Discussion ensued.

The vote for Mr. Alvis follows.

Ayes: Trustees O'Neal and Smith

No: Trustee Piercy

Abstain: Trustee Brandman

The motion died on the table for lack of a majority vote.

On the motion of Mrs. Piercy and duly seconded, she nominated Annemarie Randle-Trejo for the provisional appointment to the Board of Trustees. Discussion ensued.

The vote for Mrs. Randle-Trejo follows.

Ayes: Trustees Piercy, O'Neal, and Brandman

No: Trustee Smith

The motion carried with the majority vote; therefore, Mrs. Randle-Trejo was appointed to the Board of Trustees.

9. **ADJOURNMENT**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 6:49 p.m.

Approved _____
Assistant Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

**BOARD OF TRUSTEES
Special Meeting Minutes
Wednesday, May 2, 2012**

UNADOPTED**1. CALL TO ORDER—ROLL CALL**

President Anna L. Piercy called the special meeting of the Anaheim Union High School District Board of Trustees to order at 9:02 a.m.

Present: Anna L. Piercy, president; Brian O'Neal, assistant clerk; Katherine H. Smith, Jordan Brandman, and Annemarie Randle-Trejo, members; Elizabeth I. Novack, superintendent; Paul Sevillano, Dianne Poore, and Russell Lee-Sung, assistant superintendents.

Absent: Jeff Riel, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda.

- Replace the exhibit for item 5.1 Agreement Amendment, Cornerstone Studios, Inc.
- Remove item 6, Public Comments, Closed Session; therefore, also removing item 9, Report—Closed Session.
- Remove item 7, Closed Session; therefore, also removing item 8, Reconvene Meeting.

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

3. PLEDGE OF ALLEGIANCE

Board President Anna L. Piercy led the Pledge of Allegiance to the Flag of the United States of America.

4. PUBLIC COMMENTS, OPEN SESSION ITEMS

There were no requests to speak.

5. ITEMS OF BUSINESS**5.1 Agreement Amendment, Cornerstone Studios, Inc.**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement amendment with Cornerstone Studios, Inc. The consulting firm provides landscape architectural services for the District. The agreement is necessary to provide landscape design services specifically for the Loara High School landscape and security fencing project, May 30, 2012, through December 31, 2012, for a

total cost not to exceed \$55,945. (Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

5.2 **Student Learning Summit**

The Educational Leadership Team participated in a Board of Trustees' Study Session regarding the District's Learning Initiatives in Action. In teams of three (3) to five (5), principals and support staff provided an interactive presentation, allowing for questions and answers on how each of the following learning initiatives are being implemented and aligned to student success. The Trustees heard an update regarding implementation, the challenges to bringing about change, as well as "best practices." Below is the sequence of presentations:

Partnership for the 21st Century (P21)	Professional Learning Communities (PLC)	Response to Instruction & Intervention (RTI²)	Literacy Across Content Areas	Continuum of Assessment
9:30-9:55 Matsuda- <i>Overview of P21</i>	9:55-10:20 Stocks/Sevillano- <i>Overview of PLC Components</i>	10:30-10:55 Donnelly/Martens- <i>Overview of District RTI² Pyramids</i>	10:55-11:20 Quadrelli-Jones- <i>Overview of Literacy Initiatives</i>	11:20-11:45 Petitt- <i>Overview of Chart: Continuum of Assessment</i>
<u>College and Career Ready</u> (Lunt) CTE Pathways Matrix STEAM (PLTW, Animation, BITA, etc.)	<i>Team (Cunard, Earnest, Erickson, Hammer) will present on how PLC teams are used to develop and address:</i>	<u>Academic</u> (Colon) Real-Time Interventions (Sanchez/Wilson) <u>Inclusive Settings</u> (Wales)	<u>Daily Language Objectives</u> (Carpenter) <u>English for Academic Purposes</u> (EAP)- (Miranda)	<u>Formative Assessment Process:</u> (Lopez) Daily Checking for Understanding Frequent Common Assessments
<u>Seal of Biliteracy</u> (Scott)	Data analysis	<u>Behavior</u> (Wales/Miller)	<u>Intensive Reading</u> (Garcia)	<u>Learning Walks</u> (Fried/Krey)
<u>Common Core</u> (Hernandez)	Curriculum Development and Instruction Assessment Professional Development Leadership Capacity		<u>Literacy Workshops</u> (Team) <u>Spanish for Spanish Speakers/ Dual Language Academy</u> (Carmona)	<u>Summative Assessments</u> (Nasouf) District Benchmarks State Assessments

Board President Piercy called a recess at 10:28 a.m. and reconvened the meeting at 10:44 a.m.

Mr. Lee-Sung exited the meeting at 11:11 a.m. and returned at 11:18 a.m.

5.3 **2011-12 Single Plan for Student Achievement**

On the motion of Mrs. Smith, duly seconded and unanimously carried, the Board of Trustees approved the 2011-12 Single Plan for Student Achievement (SPSA) for each school as mandated by the state. Each SPSA was recently distributed to the Board of Trustees and

includes action plans pertaining to site curriculum, instruction, assessment, professional development, parent activities, as well as budget expenditures.

6. **PUBLIC COMMENTS, CLOSED SESSION ITEMS**

This item was removed prior to the adoption of the agenda.

7. **CLOSED SESSION**

This item was removed prior to the adoption of the agenda.

8. **RECONVENE MEETING**

This item was removed prior to the adoption of the agenda.

9. **REPORT—CLOSED SESSION**

This item was removed prior to the adoption of the agenda.

10. **ADJOURNMENT**

On the motion of Mrs. Smith, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 12:50 p.m.

Approved _____
Assistant Clerk, Board of Trustees